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Contents.

Cases Reported this Week.

CURRENT TOPICS.

IT HAS now been decided that the transfer to Mr. Justice ROMER which we anticipated last week will consist of 100 actions from the lists of Mr. Justice CHITTY, Mr. Justice NORTH, and Mr. Justice STIRLING. Lists of the actions from which these will be taken are exhibited in room 136 of the Royal Courts, and any objections to such transfer must be lodged with the cause clerks in that room on or before the 19th inst.

THE COURT of Appeal No. 2 is continuing the hearing of Chancery final appeals, with the exception that on Friday, the 14th inst., four Queen's Bench interlocutory appeals were placed in the day's paper; and one final appeal, being an appeal from Lord Justice KAY sitting as a judge of the Queen's Bench Division, is fixed to be heard at a time governed by the fact of a certain chancery final appeal having been previously heard.

PROBABLY OWING to the recent discussion on the subject of the Oaths Act, 1888, the practice of witnesses desiring to be sworn with uplifted hand in the Scotch form, instead of kissing the book, is daily becoming more common in the Royal Courts. This remark is more particularly applicable to members of the medical profession, amongst whom there appears to be a very general adoption of the idea that the cover of a book which has been kissed by many witnesses is liable to impart infectious diseases. They cannot be blamed for taking advantage of the Act.

THE FOLLOWING are the names and dates of call to the bar of the new Queen's Counsel:—Mr. JAMES TISDALL WOODROFFE, 1860; Mr. JOSEPH MAGHULL YATES (Northern Circuit), 1869; Mr. JAMES FRANCIS OSWALD (Chancery Bar), 1869; Mr. FREDERIC MARSHALL (North Wales Circuit), 1870; Mr. CHARLES JAMES FLEMING, M.P. (Northern Circuit), 1872; Mr. FRANCIS WILLIAM RAIKES (Northern and North-Eastern Circuits and Admiralty), 1872; Mr. WILLIAM BLAKE ODGERS (Western Circuit), 1873; and Mr. CHARLES SWINFEN EADY (Chancery Bar), 1879.

IT IS WELL settled that the services of a solicitor which ar instrumental in recovering or preserving property in an action are in the nature of salvage, and hence a charge for costs under section 28 of the Solicitors Act, 1860, can be made upon the interest in the property of any person who is benefited, and not upon that only of the person who employs the solicitor. This

was recognized by BACON, V.C., in *Bulley* v. *Bulley* (8 Ch. D. 479) in the plainest terms when he said: "The law is, if you save a sinking ship, you shall be paid what is just out of the value of that ship. That I take to be the principle of the Solicitors Act referred to, for the words are distinct and clear, and carry into effect plainly that principle." The decision was affirmed by the Court of Appeal upon the narrower ground that the client, who was a trustee, had really an interest in the entire property recovered, but the salvage doctrine was recognized on appeal in the subsequent case of *Greer* v. *Young* (31 W. R. 930, 24 Ch. D. 545), and upon this ground it was held that a charge might be given upon the property of an infant. There is the restriction that the solicitor must not be a volunteer. He must be employed by some person interested in the subject-matter of the litigation. But if this condition is satisfied, and he shews himself entitled to the charge, this will take priority of all beneficial interests in the property. The law, as thus settled, was applied recently by ROMER, J., in *Scholey* v. *Peck* (41 W. R. 508). An action was commenced by the solicitors of the purchaser of a leasehold house for specific performance of the agreement for sale. In the course of the proceedings it transpired that the purchaser had mortgaged his interest in the agreement, but the mortgagee declined to concur in the proceedings. Ultimately judgment was obtained in the action, ordering the defendant to assign the lease of the house to the plaintiff or his mortgagee; and, upon an application by the plaintiff's solicitors for a charging order on the house for their costs, it was held that they were entitled to such an order, not only binding the plaintiff's interest, but taking priority over the mortgage.

AN INTERESTING point in the law against perpetuities was decided by CHITTY, J., in *Re Daveron, Bowen* v. *Churchill* (reported elsewhere). In that case there was a trust for sale and a gift of the proceeds. The trust for sale was void as contravening the rule against perpetuities, but the gift of the proceeds was to persons ascertainable within the rule—*i.e.*, within a life or lives in being and twenty-one years after. CHITTY, J., held that the gift was valid. Curiously enough the case was treated as one of first impression, though TURNER, V.C., had decided the same point in *Lachlan* v. *Reynolds* (9 Hare, 796). In that case, which was not cited, the testator directed his executors, *when thirty years were expired*, to order all his property to be sold and two-thirds thereof to be divided among his children living at that period or to their heirs. It was contended that the gift was void for remoteness. TURNER, V.C., held that it amounted to no more than a gift to such of several persons who might be living at the death of the testator as should be living at the end of thirty years. The legacies were vested at the termination of a life in being at the death of the testator, and were not, therefore, liable to any objection on the ground of remoteness. *Goodier* v. *Edmunds* (*ante*, p. 526) did not decide the point, as in that case there was a gift of the rents and profits until sale to the persons to whom the proceeds of sale were bequeathed, and the decision, following *Goodier* v. *Johnson* (18 Ch. D. 446), simply held that the gift of the rents and profits carried the property. Except on the question of conversion the invalidity of the trust for sale was really immaterial, as the same class took in the first instance, whether it was good or bad. Any possible implication that the gift of the rents and profits was indefeasible merely because the trust for sale was bad must now be negatived, as it is quite clear that had the proceeds of sale been given to any other persons ascertainable within the limits of the rule against perpetuities the gift would have been good.

THE RECENT FAILURE of Australian banks has brought into prominence the process of ancillary winding up. The principle is no novelty, it has long been recognized in the administration of deceased persons' estates. A person dies domiciled, say, in Chili. The bulk of his estate is there, but he also leaves property in England and creditors in England. In such a case an English court has no hesitation in making an administration order. It lays its hand on the English assets, and in effect says: "These are not to go out of the jurisdiction until all claimants against them in this court (not English creditors merely) are satisfied." It is the same with an ancillary winding-up order, only instead of an individual it is a company which is defunct or moribund. A trading company, for instance, is registered in New Zealand, and has its principal place of business there, but it has also a branch office in England. It carries on business here and contracts debts. A winding-up order is made against it in the colony, or a petition perhaps is pending. Obviously it is time for English creditors to look to themselves and arrest the company's English assets, and an English court has undoubtedly jurisdiction, notwithstanding the colonial order, to aid them by making an ancillary order (*Re Matheson Brothers*, 32 W. R. 346, 27 Ch. D. 225; *Re Commercial Bank of South Australia*, 36 W. R. 550, 33 Ch. D. 174; *Re Commercial Bank of India*, 16 W. R. 1104, L. R. 6 Eq. 517). For such colonial or foreign company is in contemplation of English law an "unregistered company" within section 199 of the Companies Act, 1862, and a winding-up order is so far from being designed to provoke a conflict of jurisdiction that it is strictly in furtherance of international comity. For what are the functions of the court under an ancillary order? To arrest, to protect, and to preserve the assets (keeping things going if necessary), until the court of the country of the domicil has determined, on the motion of those most interested in them, how the assets shall be dealt with, whether they shall be distributed, for instance, and the company dissolved, or whether there shall be a reconstruction. If they are to be distributed, the auxiliary court will then go on to ascertain who are the persons having claims on the assets within its jurisdiction, as was done in *Re Commercial Bank of South Australia* (36 W. R. 550, 33 Ch. D. 174), and will see them paid before it hands over the surplus (if any) to the principal court. Apropos of this it is not unimportant to observe that as to any priorities the *lex fori* must govern the distribution of the local assets. The court must adhere in matters of procedure to its own rules of administration (*Re Queensland Mercantile Agency Co.*, 39 W. R. 447; 1891, 1 Ch. 536; 1892, 1 Ch. 219). Subject to this qualification, the court of the company's domicil is, in these double liquidations, the principal court. The other courts act only as ancillary to it.

THE SELECT COMMITTEE of the House of Lords appointed to inquire into the subject of imprisonment for debt have issued the report which we print elsewhere. Under section 5 of the Debtors Act, 1869, any court may commit to prison for a term not exceeding six weeks, or until payment of the sum due, any person who makes default in payment of any debt or instalment of any debt due from him under an order or judgment; but the jurisdiction can only be exercised where it is proved to the satisfaction of the court that the person making default either has, or has had, since the date of the order or judgment the means to pay, and has refused or neglected to do so. This provision has been regarded by many persons as an anomalous survival from the old law of imprisonment for debt, and special objections have been taken to it on the ground of the want of judicial uniformity in the application of the law, and on account of its alleged tendency to foster an unhealthy system of credit. Some of the county court judges, it appears, indorse these objections, and they also say that the evidence of the debtor's means, on which they are bound to act, is often very unsatisfactory. But the large majority of judges regard the power of imprisonment as useful. The credit system they look upon with favour, alleging that it is specially beneficial in times of strikes and depression of trade; and in imprisonment they find the most effectual means of enforcing their judgments. As a rule, in small cases, execution against goods is useless, whilst the issue of a warrant generally results in speedy payment. On this head the report is very plain:—"It has been clearly proved that of those against whom a warrant is issued very few go to prison at all, a great number pay within a few hours or days after they have gone to prison, and but few remain all their time. Thus, at Westminster in 1891, out of 848 persons against whom warrants were issued, 604 paid on arrest, 22 paid in prison, and only 25 remained in prison the whole time. So at Leeds in 1891, out of

some 20,000 judgments in favour of the plaintiffs, there were 8,895 judgment summonses heard, 4,206 warrants of commitment issued, only 228 different persons were imprisoned, only 108 stayed in gaol, 36 paid on entering the prison gates." The committee attempted also to ascertain whether any discontent exists among the labouring classes, and apparently there does not. One witness, the secretary of a miners' association, stated that the general feeling of the working classes is, that if it was proved that a man could pay and would not pay, it was right that he should be sent to prison, and that he had heard nothing to induce him to think that there exists any feeling of annoyance or agitation against this law; and other witnesses spoke to the same effect. Having regard, however, to the facts as to the efficiency of a warrant for imprisonment, it is reasonable to suppose that so long a period as six weeks is unnecessary for the maximum term of imprisonment, and the committee observe that an element in the diversity of practice will be removed if this is reduced to three weeks. Hence they arrive at the following resolutions:—(1) That as to the power of imprisonment, it has not been proved that there is any discontent among the classes most affected by the Act, either as to the law itself or as to the way in which it is administered; (2) that the existence of the power of imprisonment undoubtedly has a great effect upon debtors in inducing them to pay, particularly in the case of lodgers and others with no settled homes; (3) that in general a warrant results in payment without any imprisonment at all, or after a very short imprisonment, while but few debtors remain in prison the full time; (4) that the power of execution upon goods only is in the great majority of cases useless; (5) that while the county court judges exercise their jurisdiction with great care and attention, more uniformity of practice is desirable, and might be obtained by more frequent consultation among them; (6) that the maximum period of imprisonment may with advantage be reduced from forty-two to twenty-one days; and (7) that any system of arrest of wages would be disapproved both by employers and employed. The report suggests that it is worthy of inquiry whether the period of the Statute of Limitations should not be shortened; but this not coming within the terms of the reference to them, they express no opinion on it. There remains the question of costs, and these, it is said, seem to bear a large proportion to the money got in. This, too, the committee regard as a matter deserving further consideration, and they advise that a departmental committee of the Treasury should carefully consider it as early as possible.

It appears from the current number of the *Law Quarterly Review* that the traditional story of the highwayman who filed a bill in equity against his partner for an account of the profits of their dealings on Hounslow Heath and elsewhere is founded on fact. A copy of the bill and of the orders made has been found in the *European Magazine* for May, 1787, and the orders have been verified by collation with the originals at the Record Office. The bill, which, however ingenious its language, seems hardly calculated to impose upon the court, purports to be signed at the foot by counsel, one Jonathan Collins. But the plaintiff had soon had enough of it. In October, 1725, on the motion of the defendant, it was referred to the deputy remembrancer to inquire whether it was not scandalous and impertinent, and on the 13th of November it was dismissed, with costs, on the plaintiff's application. This, however, did not stop the deputy remembrancer. He reported on the bill as might be expected, and the tipstaff was sent in pursuit of the plaintiff's solicitors. They were fined £50 each, and committed to the custody of the Warder of the Fleet until the fines were paid. Jonathan Collins, too, did not escape. He was condemned to pay the defendant's costs, to be taxed by the deputy, though here justice stayed its avenging hand, and it was declared that the indignity to the court was satisfied by the fines, and the scandal was not to be considered in the taxation. The *Law Quarterly Review* also finds in the *European Magazine* the subsequent fate of the parties. John Everet, the plaintiff, was executed at Tyburn in 1730; Joseph Williams, the defendant, had already met the same fate at Maidstone in 1727; and William Wreathock, one of the plaintiff's solicitors, was in 1735 convicted of robbery, but was reprieved and transported. Altogether highway robbery seems to have fared badly both at law and in equity.

MORE ABOUT UNSTAMPED CONVEYANCES.

A well-known correspondent of great experience states, in a letter printed elsewhere, "that during a conveyancing experience of nearly fifty years I have known numerous instances in which stamp objections have been got over by letting the grantor make, or concur in, a new and duly stamped deed (sometimes even reciting the first deed and the fact of its being unstamped), and I do not remember so much as a doubt being suggested as to the efficacy or propriety of this plan." He then goes on to suggest that the subsequently properly stamped deed operates by way of estoppel.

It appears to us, with deference, that our correspondent has failed to distinguish between the different reasons for which a deed may be useful.

If A. grants freeholds to B., B. may want to produce the conveyance for two different reasons. First, A. may bring an ejectment against him, alleging that he is unlawfully in possession. In this case, if the original conveyance from A. to B. was unstamped, and A. subsequently made a conveyance to B. which was properly stamped, B. could properly produce the latter conveyance in support of his title, not because it passed anything, but because A. would be estopped from denying that it passed the land. B. would not be committing any fraud in setting up the second deed, as A. knew perfectly well that he executed two deeds.

On the other hand, suppose that B. contracts to sell the land to C.; the reason why he has to produce his title-deeds is for the purpose of proving his right to the land. In this case the land passed by the first unstamped deed, nothing passed by the second deed; if, therefore, B. conceals the first deed and produces the second deed only, a deed which passes nothing, he is committing a deliberate fraud against C. On the other hand, if he produces both deeds, the purchaser may properly require the first deed, being the deed that passes the legal estate, to be properly stamped: *Whiting to Loomes* (17 Ch. D. 10). He is not bound to accept a title depending on an instrument operating by estoppel only.

Our correspondent cites *Ex parte Birkbeck Freehold Land Society* (31 W. R. 716, 24 Ch. D. 119) in support of his views. But we doubt very much whether it helps him. In that case A. conveyed to B. by an unstamped deed, B. contracted to convey to C., who objected to the title on the ground of the want of the stamp, then A. offered to concur in the conveyance to C. It was held that the concurrence of A. dispensed with the necessity of stamping the original deed. It will be observed that this case is entirely different from the case put by our correspondent. In *Ex parte Birkbeck* the vendor had a perfectly good title, and could convey the land to the sub-purchaser, but, owing to the deed of conveyance from the original vendor being unstamped, the original purchaser could not, and the sub-purchaser would not after the conveyance to him be able to, prove his title. In a case of this nature the concurrence of the original vendor in the conveyance to the sub-purchaser would be sufficient, the latter acquired the land without his concurrence, and the sole effect of his concurrence was to estop him from denying that the land passed.

The case was somewhat peculiar. As the sub-purchaser took under his compulsory powers he could not insist on the original purchaser having his conveyance stamped. Also the sub-purchaser had no power to sell the land; if he ever wished to sell it he would be in the difficulty that we pointed out at the commencement of this article, as his title depended on an unstamped deed.

Probably, however, the grounds of the decision were the following:—The sole object of A. conveying to B. was to enable B. to make a conveyance of the legal estate to C. for a public purpose under which the land would not be capable of being sold. The only reason why C. could ever wish to prove his title would be to shew that the legal estate was vested in him, and this would sufficiently appear from the conveyance executed by A. and B., and C. would never have to be guilty of

the fraud of producing it to a purchaser and keeping back the conveyance from A. to B.

As to another objection raised by our correspondent to the distinction that we drew in our article, at p. 596, between an unstamped assignment of a policy on life and an unstamped conveyance of land, we must really ask him to be kind enough to read the section of the Customs and Inland Revenue Act, 1888, cited in that article. The section says that no unstamped assignment shall confer on the assignee any right to the policy moneys or to give a valid discharge for the same. If the unstamped assignment does not transfer these rights, what is the objection to having a subsequent valid assignment which does transfer them? We repeat that the objection to attempting, in the case of land, to bolster up the title conferred by an unstamped conveyance by a subsequent conveyance properly stamped is that, as the land passed by the first conveyance, nothing passed by the second, and that if the purchaser on any subsequent dealing with the land for value were to produce the first conveyance, the sub-purchaser would be entitled to have it stamped at his expense, and if he were to keep back the first and shew the second conveyance only, he would be committing a fraud, and if his solicitor were to be a party to concealing the original conveyance he might fall within the provisions of 22 & 23 Vict. c. 35, s. 24.

THE INFLUENCE OF THE DOCTRINE OF CONVERSION ON THE CONSTRUCTION OF WILLS.

The decision of the Court of Appeal in *Re Duke of Cleveland's Settled Estates* (reported elsewhere) is of considerable interest with reference to the doctrine of conversion. When land is settled with a power for the trustees to sell and reinvest the proceeds in land, it is of course clear that, after a sale, and pending reinvestment, the proceeds are to be considered, for the purpose of the settlement, as land, and they will so remain until some person entitled to an absolute interest elects to take them as personalty. This, at least, is the rule when the ultimate trust of the settlement gives the reversion in the lands in fee, with no intermediate general power of appointment; but, where there is such a general power, the result, as appears from *Chandler* v. *Pocock* (15 Ch. D. 491, 16 Ch. D. 648), may be different.

In *Chandler* v. *Pocock* the circumstances were as follows. By A.'s marriage settlement, dated in 1832, real estate was settled to the use of A. for life, and after her death, in default of issue of the marriage, to the use of such persons as she should by will appoint. The settlement contained a power for the trustees to sell the real estate, with a direction to lay out the proceeds, with A.'s consent, in the purchase of other hereditaments to be settled to the like uses, with a power of interim investment, with the like consent, in Government securities. In 1855, the husband being dead, and there having been no issue of the marriage, the trustees of the settlement sold all the hereditaments subject to it for the sum of £24,226 Consols, which was transferred into their names by the purchaser. In 1875 the then trustee of the settlement transferred the whole of the Consols to A. In 1879 A. died without having expressly exercised the power of appointment given to her by the settlement; but she left a will, dated in 1875, shortly after the transfer to her of the Consols, by which, after appointing executors and bequeathing pecuniary legacies amounting to upwards of £30,000, she bequeathed all the residue of her personal estate to two persons absolutely. It appeared that the personal estate to which she was entitled at the date of her will and of her death, independently of the £24,226 Consols, did not amount to more than £6,000. Jessel, M.R., held, and the Court of Appeal affirmed his decision, that the will operated as an exercise of the power of appointment, and carried the Consols.

The decision was based upon a literal construction of section 27 of the Wills Act, 1837, which provides that a bequest of the personal estate of the testator shall be construed to include any personal estate which he may have power to appoint in any manner he may think proper, and in the absence of a contrary intention expressed in the will shall operate as an execution of such power; and of section 1 of the same Act, by which "personal estate" is to be construed to extend "to leasehold estates and other chattels real, and also to moneys, shares of Government and other funds," &c.; but it may be doubted whether the operation of the doctrine of conversion ought thus to have been excluded. It was said that the testatrix had sufficiently indicated her intention that the Consols should be treated as personal estate, but, although such intention would have been decisive had she been entitled to the reversion in fee in the lands the subject of the settlement, it seems under the circumstances to have been irrelevant. She had no right to call for a transfer of the Consols to herself, nor any right to treat the stock as personal estate. For the purposes of the settlement it was at the time of her death real estate, and the only power she had over the property was to appoint it by will in such a manner as to pass it in that character.

It seems, however, to have been admitted that to support such an application of section 27 of the Wills Act it is necessary that at the death of the person in whom the power of appointment is vested, and who is alleged to have exercised it by a general bequest of personal estate, there should be no persons with intermediate interests entitled to call for a reinvestment of the proceeds of sale in land. Thus Jessel, M.R., said:—"What the authorities do decide is this, that where there are persons entitled to an intermediate interest who, after the death of the testator, have still a right to call for the investment of money in land, there it is real estate of the testator, and a gift of 'my real estate' would pass it, but a gift of 'my personal estate' would not." And this is exemplified by the subsequent case of *Re Greaves' Settlement Trusts* (23 Ch. D. 313), where the limitations of the settlement were in trust for the wife for life, and after her death as her husband should by deed or writing appoint. The land comprised in the settlement was sold under a power to sell and reinvest in land, but no reinvestment was made. The husband died in the lifetime of the wife without having exercised the power of appointment, but by his will he made a general bequest of his personal estate. Fry, J., held that inasmuch as the wife had a right to call for the reinvestment of the proceeds of sale in land, although, in fact, she never did so, they were to be considered as having been land at the time of the husband's death, and that the will did not operate as an exercise of the power of appointment. But it may be suggested that this is really inconsistent with the principle of *Chandler* v. *Pocock*, that the personal estate to which the Wills Act refers is personal estate *de facto*. If the doctrine of conversion is to be applied at all, with the result, as in *Re Greaves' Settlement*, of making that which is personal estate *de facto* nevertheless real estate in point of law, it must be applied consistently; and the true test is, not whether there is any person entitled to call for an actual investment in land, but whether, a conversion into real estate having for legal purposes already been effected, the testator is entitled to impress the proceeds of sale with the character of personalty. As above pointed out, it is clear that, when he has merely a power of appointment, he has no such right, and it is for his appointee to elect to take the property as personal estate.

But when the tenant for life, after his life estate, takes a reversion in fee, the case is quite altered. The property is his own, and he can elect to take it in what form he pleases; and, if he has not elected during his life, he can still direct in what manner it is to go under his will. Failing, however, such election or indication of his intention, then the doctrine of conversion applies, and after his death it will retain the character of real estate which it held at that time. Hence it will pass under a devise of his "real estate," and so the Court of Appeal have held in *Re Duke of Cleveland's Settled Estates*. As this is an admission that the doctrine of conversion applies to the construction of wills so as to give to personal estate *de facto* the character of real estate, although there is no person entitled to call for an actual investment in land, it seems to be opposed to the view taken in *Pocock* v *Chandler*.

The second point decided by the Court of Appeal is of less general interest. The testator, the Duke of Cleveland, devised all his estates in Staffordshire and Durham in one direction and his residuary real estate in another. The estates which had been sold were in the named counties, and were sold before the testator made his will. It was contended that, until reinvest-

ment, the proceeds of sale must be regarded as representing the land from which they had arisen, and that they went, therefore, to the devisees of the lands situate in Staffordshire and Durham. But this is a result not required by the doctrine of conversion. It is a plausible conjecture that the testator would have given this destination to the money had his attention been called to the matter; but, failing any express indication of his wishes, the proceeds of sale were real estate simply, without any defined locality. The Court of Appeal held, therefore, that they passed under the residuary devise.

LEGISLATION IN PROGRESS.

SITES FOR PLACES OF WORSHIP.—The Places of Worship (Sites) Bill has been under the consideration of the Standing Committee of the House of Lords. An amendment to clause 3 was moved by the Marquis of SALISBURY, and accepted, providing that the provisions of the Bill should "extend to the acquisition of sites for any church, chapel, or meeting-house, or other place of Divine worship, and for a minister's residence in connection therewith." Lord SALISBURY explained that, as the clause was originally drawn, it would be possible for a site for the minister's residence to be acquired anywhere inside, or even outside, the parish. An amendment, moved by Lord SANDFORD, providing that no site should exceed half an acre in extent, was negatived. On clause 8 (arbitration) Lord STANLEY OF ALDERLEY moved an amendment providing that the amount of the purchase-money or compensation to be paid for the site should be determined by two sworn valuers appointed by the Board of Agriculture. After some discussion the amendment was withdrawn. Lord BELPER moved to add to the clause a provision that, in estimating the purchase-money or compensation, regard should be had not only to the value of the land, but also to the damage, if any, to be sustained by the owner, lessee, or occupier of the land by reason of the severing of the land taken from the other lands of such owner, or otherwise injuriously affecting such other lands. The amendment was agreed to. Amendments moved by Lord SANDFORD and Lord BELPER, with the object of securing a reverter of the land to the former owner if at any time it ceased to be used for the purpose for which it was taken, were negatived, and the Bill as amended was ordered to be reported to the House.

PUBLIC COMPANIES.—The Bill introduced by Mr. DAVID THOMAS as the Companies Prospectus and Allotment Bill provides by clause 1 that every prospectus of a company, and every advertisement, notice, or other document inviting persons to subscribe for shares in any joint-stock company shall, in addition to the particulars required to disclosed by the Companies Act, 1867, or any other Act, also specify the minimum amount of capital upon the *bonâ fide* subscription of which it is intended by the promoters, directors, or officers of the company to proceed to allotment, and such minimum amount of capital is in no case to be less than two-thirds of the amount of capital for which subscription is invited. It is not to be competent to any person taking shares to waive the disclosure of these particulars. By clause 2 any promoter, director, or officer of the company knowingly issuing, or causing to be issued, or being a party to the issue of any prospectus, &c., in violation of the previous provision, is to be liable to a penalty not exceeding £100. Clause 3 forbids under the same penalty the allotment of shares until the minimum amount of capital named under the provisions of the Bill has been *bonâ fide* subscribed for under a legally binding contract.

LIVERPOOL COURT OF PASSAGE.—A Bill, under the title of the Liverpool Court of Passage Bill, has been introduced by Baron HENRY DE WORMS, and read a second time in the House of Commons. Under clause 2 an action may be brought in the Court of Passage when a defendant resides or carries on business within the jurisdiction of the court; and, by leave of the judge or registrar, when a defendant has so resided or carried on business within six months of the bringing of the action, or when the cause of action has arisen within the jurisdiction of the court. Under clause 3 actions of contract brought in the High Court, where the claim does not exceed £100 or is reduced to that amount by payment or admitted set-off, may, on the application of either party, be ordered to be tried in the Court of Passage. In actions of tort brought in the High Court the defendant may make an affidavit that the plaintiff has no visible means of paying the costs if he loses, and the action may thereupon be remitted for trial to the Court of Passage, unless the plaintiff gives security for costs or satisfies a judge of the High Court that he has a cause of action fit to be prosecuted in the High Court (clause 4). These provisions, of course, only apply to actions which might have been originally brought in the Court of Passage. Conversely, actions may, by order of the High Court or a judge thereof, be removed from the Court of Passage to the High Court (clause 6). Clauses 7 and 8 regulate the powers of the presiding judge and of the registrar of the court; and clause 9 provides for the application to the Court of Passage of the Rules of the Supreme Court, with such modifications (if any) as may be necessary. Clause 10 gives an appeal from the registrar to the judge, and clause 11 an appeal in *Nisi Prius* matters from the judge of the court to the judge of assize.

REVIEWS.

BOOKS RECEIVED.

Winding-up Forms and Practice. A Collection of Forms and Precedents, with Notes on the Law and Practice under the Companies Acts, 1862 to 1890, and the Rules thereunder. Second Edition. By FRANCIS BEAUFORT PALMER, Barrister-at-Law, assisted by FRANK EVANS, Barrister-at-Law. Stevens & Sons (Limited).

Students' Precedents in Conveyancing. Collected and Arranged by JAMES W. CLARK, M.A. Sweet & Maxwell (Limited).

The Institutes of Justinian, Illustrated by English Law. By JAMES WILLIAMS, B.C.L., M.A., Barrister-at-Law. Second Edition. William Clowes & Sons (Limited).

The Rights and Duties of Trustees in Bankruptcy and under Deeds of Arrangement. By H. F. WREFORD. Waterlow & Sons (Limited).

CORRESPONDENCE.

STAMPS ON ASSIGNMENTS OF LIFE POLICIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—While differing like yourself from the opinion attributed to Sir Edward Clarke, may I be allowed also to question some of the arguments upon which you rest the contrary view? You differentiate the case of an unstamped assignment of a policy from that of an unstamped conveyance of land; but, beyond the fact that a statutory liability is imposed for acting on the former, I fail to see any distinction between the two cases. Surely the unstamped assignment effectually transfers the right from the assured to the assignee, and if duly stamped when tendered in evidence, must prevail over a subsequent assignment made at a time when the original remained unstamped; just as a conveyance of land, originally unstamped and only stamped under penalty immediately before being given in evidence, would prevail over a duly stamped conveyance of later date.

But what moves me to write is your categorical statement that an unstamped conveyance of land cannot be set right by a new conveyance properly stamped. I can only say that during a conveyancing experience of nearly fifty years I have known numerous instances in which stamp objections have been got over by letting the grantor make or concur in a new and duly stamped deed (sometimes even reciting the first deed and the fact of its being unstamped), and I do not remember so much as a doubt being suggested as to the efficacy or propriety of this plan. It is, therefore, somewhat startling to me to find it denounced as at once a nullity and a fraud! It is true that in such a case the second deed passes no estate, because the whole estate has passed already, but it not only supplies available evidence of the fact, but also operates, if need be, by way of estoppel. It seems only necessary to bear in mind the maxim "*De non apparentibus et de non existentibus eadem est ratio.*" So long as a deed, whether grant of land or assignment of policy, remains unstamped it is non-apparent, and for the purposes of the courts must be treated as non-existent; but when once stamping has rendered the deed visible it must be held to operate as though it had been so *ab initio*. On this being done the second deed becomes needless, but until then it holds the field.

I do not know that there is much in the shape of authority on the point, but *Ex parte Birkbeck Freehold Land Society* (24 Ch. D. 119) seems to recognize the practice as I have stated it. In that case Mr. Justice Pearson, who was himself not without experience as a conveyancer, even went to the length of forcing such a conveyance upon an unwilling purchaser and making him pay the costs. The circumstances, it is true, were somewhat special, and as a general rule a purchaser is no doubt, if he insists upon it, entitled to have all the documents under which the vendor actually derives title duly stamped: see *Whiting to Loomes* (17 Ch. D. 10). In practice, however, I have usually found that a willing purchaser, with no reason to suspect any intermediate dealings, will be ready to save his vendor's pocket by accepting a new conveyance or release of the interest to which the unstamped deed applies; and all I contend for is that he may generally do so with safety and propriety. L. W. L.

July 4.

VENDOR AND PURCHASER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can you favour me with your opinion on the following case in your next issue?

A., a trustee, sold at auction, in one lot, three houses to B., a married woman, subject to printed conditions, one of which provided that deeds relating to two or more lots should go to the highest purchaser, who should give the other purchasers the usual acknowledgment and undertaking, but, in the meantime, until all the lots were sold (if some were left unsold at the auction), purchasers should be entitled to production of the deeds, but not to an acknowledgment.

B. then entered into a contract for sale of one house to C., and of the other two houses to D.

The contract with C. imported, by reference, the printed conditions.

I acted for C., and in due time prepared and sent a draft assignment as from B., containing an acknowledgment and undertaking by her.

B.'s solicitors sent me a draft in different form, as an assignment from A. to C. with the consent of B., and containing an acknowledgment by A. of C.'s right to production of deeds, and requested me to adopt that form, as it would be a convenience if I did so: the convenience, of course, would be the saving of the costs of a conveyance from A. to B. I acceded to the request on condition that B. should not be put to additional expense, and my condition was accepted.

The draft was approved by A.'s solicitors, a well-known and leading firm in the City, who thereby, notwithstanding the provisions of the printed conditions, agreed to give me an acknowledgment.

After they had so approved, B.'s solicitors struck out from the schedule two of the deeds, on the ground that they would be handed to D. This was done without the knowledge of A.'s solicitors.

I objected to the excision, and engrossed the assignment as approved by A.'s solicitors, and sent it on to B.'s solicitors. They returned it for me to strike out the two deeds. I decline. B.'s solicitors admit that they have no right to interfere on the point in question, yet they interfere by insisting that A.'s solicitors had no right to agree to give the acknowledgment, and they call in to their aid the solicitor for D., who is not a party to the assignment to B.

I insist that if A.'s solicitors are willing to give my client the acknowledgment I ask for, and date my deed before the assignment to D., the two deeds in question will be bound, so far as my client is concerned, quite sufficiently for the purposes of production hereafter, and neither B. nor D. has any right to interfere, nor can either of them be prejudiced in the slightest degree.

I have never heard such objection raised in any similar case during thirty years past, occupied in managing a large practice for a City firm and my own.

But we live in days of change, and few now know where they are, or can with confidence say what the law is.

Can B.'s solicitors insist on their contention? Can they by any process compel my client to waive A.'s acknowledgment, and take D.'s acknowledgment and undertaking, which is not asked for? If I insist on completion on the deed as approved by A.'s solicitors, can B. or D. refuse? H.

[We do not understand the right of B.'s solicitors to interfere in the matter; but to be effectual the acknowledgment must be given by the person who actually has possession of the deeds at the time of execution of the conveyance, and this fact should govern the question who is to give the acknowledgment.—ED. *S. J.*]

NEW ORDERS, &c.

CANCELLATION OF STAMPS.

Treasury Chambers, May 4, 1893.

Order as to the Cancellation of Stamps by means of which fees and percentages are taken in the Supreme Court of Judicature.

Whereas by an Order, dated the 4th day of July, 1884, made under section 26 of "The Supreme Court of Judicature Act, 1875," upon the subject of the fees and percentages which are required to be taken in the Supreme Court of Judicature by means of stamps, it is, amongst other matters, provided, in regard to the cancellation of stamps, as follows, viz.:—

"The cancellation shall be effected in such manner as the Commissioners of Inland Revenue shall from time to time direct.

"It shall be obligatory on all officers of the Supreme Court charged with the duty of cancelling adhesive stamps to see that all such stamps, although obliterated by a written or printed cancellation, shall be afterwards cancelled by means of perforation."

And whereas it is now deemed expedient to resort to a different system of cancelling the said adhesive stamps:—

Now we, the undersigned, being two of the Lords Commissioners of Her Majesty's Treasury, do, with the concurrence of the Lord Chancellor, hereby give notice, and order and direct:—

That from and after the 1st day of July next, the system of cancelling the said adhesive stamps which is now in force, shall be discontinued, and, in place thereof the said adhesive stamps shall each be defaced, in indelible ink, by a hand stamp bearing the word "cancelled" and the date of cancelling.

Dated this 4th day of May, 1893.

THOMAS E. ELLIS,
W. A. M'ARTHUR,
Two of the Lords of Her Majesty's Treasury.

I concur in this Order,
HERSCHELL, C.

COMPANIES (WINDING-UP).

NOTICE.

By Order of the Lord Chancellor, dated July 10, 1893, the following action has been transferred to the Hon. Mr. Justice Vaughan Williams (sitting as an Additional Judge in the Chancery Division):—

Mr. Justice KEKEWICH.

Prescott, Dimsdale, Cave, Tugwell, & Co., ld. (Plaintiffs) and George Newman, the House and Land Investment Trust, ld., the Lands Allotment Co., the Liberator Permanent Benefit Building Society, the Real Estates Co., ld., and George Newman & Co., ld. (defendants). 1893 P 1,726.

CASES OF THE WEEK.

Court of Appeal.

RAYSON *v.* SOUTH LONDON TRAMWAYS CO.—No. 1, 12th July.

MALICIOUS PROSECUTION—CRIMINAL OFFENCE—TRAMWAY COMPANY—KNOWINGLY AND WILFULLY REFUSING TO PAY FARE—SUMMONS BEFORE MAGISTRATE—PENALTY—TRAMWAYS ACT, 1870 (33 & 34 VICT. c. 78), ss. 51, 52.

Motion by the defendants for judgment or a new trial in an action for malicious prosecution tried before Grantham, J., and a jury. It appeared that the plaintiff, who was in the habit of travelling by the defendants' tramway from Chelsea Bridge to Clapham Junction, on the 17th of September, 1892, travelled on the top of one of the defendants' tramcars from Chelsea Bridge intending to go to Clapham Junction. The plaintiff gave the conductor a penny for her fare and received a ticket from him. The ticket did not shew the distance which she was entitled to travel. The fare from Chelsea Bridge to Clapham Junction had formerly been a penny, but shortly before the day in question the defendants had raised the fare to 1½d., charging a penny from Chelsea Bridge to the Prince's Head, and a penny from the Prince's Head to Clapham Junction. The plaintiff did not know that the fare had been altered. Before the tramcar arrived at Clapham Junction an inspector in the employment of the defendants asked to see the plaintiff's ticket, and upon being shewn it demanded an additional penny, the fare from the Prince's Head to Clapham Junction. The plaintiff, upon being informed that the fare for the whole distance was 1½d., offered to pay ½d., which the inspector refused to accept. The defendants thereupon summoned the plaintiff at the police court for knowingly and wilfully refusing to pay the fare under section 51 of the Tramways Act, 1870, which imposes a penalty not exceeding 40s. for the offence. The magistrate dismissed the summons. Grantham, J., held that there was no reasonable and probable cause, and the jury found a verdict for the plaintiff, damages £150. The defendants contended that the proceedings before the magistrate were in the nature of civil and not criminal proceedings, and that, therefore, an action for malicious prosecution would not lie.

THE COURT (LORD ESHER, M.R., and BOWEN and KAY, L.JJ.) dismissed the motion. It was not necessary, they said, to express an opinion as to whether the action would lie even if the proceedings were not criminal proceedings. It was clear that the Legislature had prohibited by section 51 what the defendants alleged that the plaintiff had done. It was a misdemeanour, punishable in a summary way before a magistrate by a penalty. It was, therefore, a criminal offence, and the proceedings were criminal proceedings. Further, the plaintiff intended to take a journey from Chelsea Bridge to Clapham Junction. The fare for that journey was 1½d. The plaintiff by mistake only paid 1d. The inspector, therefore, could only demand an additional ½d., and, therefore, there was no reasonable and probable cause for instituting the proceedings at the police court because the plaintiff would not pay 1d., which was an illegal demand. The jury having found malice the verdict must stand.—COUNSEL, *C. A. Russell; Crump*, Q.C., and *W. E. Hume Williams*. SOLICITORS, *Ray & Miers; Wilkins, Blyth, Dutton, & Hartley*.

[Reported by W. F. BARRY, Barrister-at-Law.]

***Re* CLEVELAND SETTLED ESTATES**—No. 2, 11th July.

SETTLEMENT—REAL ESTATE—POWER OF SALE OF PART OF SETTLED ESTATE SITUATE IN CERTAIN COUNTIES—SALE MONEYS TO BE REINVESTED IN LANDS IN ENGLAND OR WALES—CONVERSION—INTERIM INVESTMENT OF SALE MONEYS IN GOVERNMENT SECURITIES—WILL—TESTATOR ENTITLED UNDER TRUSTS OF SETTLEMENT TO REVERSION IN FEE EXPECTANT ON HIS DEATH WITHOUT ISSUE—DEATH WITHOUT ISSUE—SPECIFIC DEVISE OF SETTLED ESTATES IN SAID COUNTIES—DEVISE OF RESIDUARY REAL AND PERSONAL ESTATE—NO SPECIFIC DISPOSITION OF THE INTERIM INVESTMENT—CONSTRUCTION OF WILL—LORD CRANWORTH'S ACT (23 & 24 VICT. c. 145), ss. 4, 7.

Appeal from the decision of Kekewich, J. Under the trusts of a settle-

ment of the Cleveland Estates the fourth Duke of Cleveland was entitled to the settled estates for life, with remainder to his first and other sons in tail, with the ultimate reversion expectant on his death without issue, in himself in fee simple. He died without issue on the 21st of August, 1891, having by his will, dated the 22nd of July, 1891, devised all the lands and hereditaments situated in the counties of Durham and Stafford and other named counties which at his death he should be entitled to, or have power to dispose of, for an estate in fee simple (all of which premises were thereinafter referred to as the Raby Estate), upon trust for certain beneficiaries by way of succession; and the testator devised and bequeathed all the real and personal estate not otherwise disposed of by his will which at his death he should be beneficially entitled to, upon trust in favour of certain other beneficiaries in succession. During the lifetime of the duke, but long prior to the date of his will, lands in the counties of Durham and Stafford forming part of the settled estates in those counties had been sold under the powers of sale conferred by the Duke of Cleveland's Settled Estates Act, 1867 (30 & 31 Vict. c. 1.), by the trustees of that Act. Section 2 of that Act enacted that the provisions of Lord Cranworth's Act (23 & 24 Vict. c. 145) should extend to sales made under the private Act of 1867, and to all matters consequent thereon. Section 4 of Lord Cranworth's Act enacted that moneys arising from the sale of lands under that Act (if no indication as to the manner in which such moneys should be laid out was contained in the instrument containing the power of sale) should be laid out in the purchase of other lands in England or Wales, to be settled to the same uses to which the lands sold were or would have been subject; and section 7 enacted that until the money to be received upon any sale under that Act should be disposed of in the manner therein mentioned, the same should be invested for the benefit of the same parties who would be entitled to the lands to be purchased therewith in case such purchase were then actually made. The lands in the counties of Durham and Stafford sold by the trustees under the private Act of 1867 produced a sum of £30,000; this sum had not been laid out in the purchase of other lands, but had been invested, and at the date of the testator's death still remained invested, in Government securities. The testator, however, in his will made no specific disposition of this fund, nor did he in terms allude to it in his will. The present trustees of the private Act of 1867 took out an originating summons after the death of the testator to have it determined whether this fund of £30,000 passed under the testator's will as land to (1) the beneficial specific devisees of the Raby Estate; or (2) to the residuary devisees; or (3) as money to the residuary legatees, who were the same persons as the residuary devisees. Kekewich, J., held that the fund belonged to the persons who, under the testator's will, would have succeeded to the lands from which the £30,000 arose if such lands had not been sold, and that it therefore belonged to the beneficial specific devisees of the Raby Estate. The beneficiaries entitled under the will to the residuary real and personal estate appealed.

THE COURT (LINDLEY, LOPES, and A. L. SMITH, L.JJ.) allowed the appeal.

LINDLEY, L.J. (who delivered the judgment of THE COURT), said: We have here to consider, not whether the will has disposed of the fund, but which of several clauses in the will has most aptly described it. In *Chandler* v. *Pocock* (15 Ch. D. 491, 16 Ch. D. 648) the question was simply whether the will in that case had any application to the fund in question, and it was decided, both by Sir George Jessel and by the Court of Appeal, that it had. We have to consider an entirely different question, and this fact must not be lost sight of in considering the observations made by Sir G. Jessel in the case referred to, and which observations were relied upon by the appellants' counsel as conclusive in his favour. In the present case the question is, Who is under the will entitled to this fund of £30,000? Does it belong to the devisees of the estates in Staffordshire and Durham, or to the devisees of the testator's real estate not otherwise disposed of, or to the legatees of his residuary personal estate? The learned judge has decided in favour of the devisees of the Staffordshire and Durham estates. He has declared that the money in question belongs to the person who, under the will of the testator, would have succeeded to the lands from which the money arose if those lands had not been sold. Hence this appeal. The appellants contend that the moneys in question cannot be regarded as lands in the counties of Durham and Stafford, or either of them, which at the testator's death he should be entitled to or have power to dispose of in fee simple. First, can the moneys be regarded as lands at all? We have no doubt they can. The trustees were bound to lay the moneys out in land, unless directed not to do so by some person entitled to give such a direction. The testator might have given such a direction by his will, or even prospectively in his lifetime, for, after his death without issue, he was master of the fund. But, in the absence of any indication of intention by him to treat the fund as personal estate, the fund ought to be regarded as land at the time of his death, and as land which he had power to dispose of in fee. Notwithstanding the observations of Sir George Jessel in *Chandler* v. *Pocock*, money which a testator has not got into his own hands, and which he has no right to have in his own hands, and which is held upon trust for investment in land, is, in our opinion, to be treated as real estate, although, if he has power to dispose of such money, he can dispose of it either as land or money, as he may think right. The absence of any person after his death to require an investment in land cannot be the real test of what it is in his lifetime. If he says nothing to the contrary, the money must be treated as if it were invested in land up to and at the time of his death. The older authorities, such as *Guidot* v. *Guidot* (3 Atk. 254) and the decision of Fry, J., in *Re Greaves's Settlement Trusts* (23 Ch. D. 313), all shew this, and, bearing in mind the point which was before the court in *Chandler* v. *Pocock*, we do not feel at all clear that the late Master of the Rolls would have held that a devise of real estate would not pass money in the position of that which is here in question. If he really did mean to go that length, we could not agree with him. Treating the money, then, as land, the question is, What land? The appellants contend that no particular locality can be attributed to this money, and that it cannot pass under the description of land in a particular county. No doubt all land must be situate somewhere, and money which may be laid out in land situate anywhere cannot have its locality fixed by reference to its future unknown disposition. But then it is suggested that, just as in *Attorney-General* v. *Marquis of Ailesbury* (12 App. Cas. 672), land was treated as the money with which it was bought, so here the money, until again laid out in land, represents, and stands in the place of, and ought to be treated as the land which produced it—*i.e.*, as land locally situate where the land which produced it was. This reasoning is, in our opinion, unsatisfactory. We cannot judicially hold, as a general proposition, that money which has to be laid out in land situate anywhere in England or Wales will pass under a devise of lands in a particular county, even if the money arose from the sale of land in that county. We should have no difficulty in holding such to be the case if there was any indication of intention to that effect; but in the will before us there is none. It is true that we are dealing with a case in which a portion of a settled estate has been sold, and the money arising from its sale is to be laid out in land to be brought into the same settlement, and that such money may well be treated as land subject to the same settlement, and might well pass under any words which indicated an intention to pass the whole of the settled lands. But even after looking to the Act of Parliament which authorized the sale of the lands from which the money in question has arisen, and looking to the statutory destination of the money, and although we think it very likely that if the testator had had his attention called to this money he would have wished it to go with his Raby Estates, the language of his will does not justify us in holding that it does so. There is property which exactly answers the testator's own careful description of his Raby Estates, and to hold that money which does not answer that description must be dealt with as if it did, would be to depart from well settled principles of construction. Those principles will be found expounded by Lord Cairns in *Martineau* v. *Briggs* (23 W. R. 889), and by Earle, L.C.J., in *Webber* v. *Stanley* (16 C. B. N. S. 698), to which may be added *Hower* v. *Homer* (8 Ch. D. 758). All of these are striking instances of the rigidity of the rule which precludes a court, when construing a will, from giving effect to an intention not expressed by a testator, and which cannot be extracted from his language, when that language is clear in itself, and is strictly applicable to some subject matter with which the testator was dealing. The money here is not described by the language applicable to the Raby Estates, and it is described by the language applicable to the residuary estate. For these reasons we are of opinion that the money in question must be treated as real estate, and included in the testator's residuary devise of his real estate.—COUNSEL, *Cozens-Hardy*, Q.C., and *Ashworth James*; *Sir Horace Davey*, Q.C., *Warmington*, Q.C., and *Ingle Joyce*; *Kenyon Parker*; *Beaumont*. SOLICITORS, *Williams & James*; *Trower, Freeling, & Parkin*; *Finch, Jennings, & Finch*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

Re **WHITE (an Infant)**—Chitty, J., 11th July.

INFANT—CUSTODY—AFFIDAVIT BY INFANT.

This case involved the usual contest between the Roman Catholic and Protestant friends of an infant for his custody. The infant, a boy under thirteen, made an affidavit in support of the respondents, with whom he resided.

CHITTY, J., refused to look at the affidavit.—COUNSEL, *Byrne*, Q.C., and *Stokes*; *Upjohn*. SOLICITORS, *Fooks, Chadwick, & Co.*; *Grundy & Co.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re **DAVERON, BOWEN** *v.* **CHURCHILL**—Chitty, J., 6th July.

WILL—TRUST FOR SALE VOID FOR REMOTENESS—GIFT OF PROCEEDS TO CLASS ASCERTAINABLE WITHIN THE LIMITS OF THE RULE AGAINST PERPETUITIES—VALIDITY OF GIFT—CONVERSION.

A testator devised a freehold house to trustees (subject to a lease which had forty-nine years to run at the testator's death) upon trust to pay the ground-rent arising therefrom, so long as the lease should run, to certain persons, and upon the expiration of the lease he directed that the freehold should be sold and one-third of the produce thereof given to his granddaughter A., if then living, or to her issue if she were then dead and leaving issue, in equal shares and proportions. The trust for sale, being limited to take effect after an absolute term of forty-nine years, was admitted to be void according to the rule against perpetuities, and the only question was, whether the gift of the proceeds failed also. The somewhat similar case of *Goodier* v. *Edmunds* (1893, W. N. 99, Stirling, J.) was relied on.

CHITTY, J., said that he observed that the trust for the payment of the ground-rent was during the continuance of the lease. He also observed that in substance the testator here had carved out equitable interests for a term of forty-nine years, determinable according to the stipulations of the lease. He was clearly entitled to carve out an equitable term from an equitable fee just as he might carve out a legal term from a legal fee. A limitation of an estate for a term of 1,000 years to A., and subject thereto to B., was good. Subject to the equitable term of forty-nine years came the trust for sale. The objects of the testator's bounty took through the medium of that trust for sale. One-third was given to the granddaughter by name, if then living, or to her children in equal shares.

Unless there was something to alter the effect of that gift as it stood it was a gift to a person in being, if living forty-nine years after the testator's death, but if dead before that time then to her children. This was perfectly good. Whether the word "issue" was general or not, the class would be ascertained at the latest at the death of the granddaughter. In the result, so far as the objects of the testator's bounty were concerned, the rule against perpetuities was satisfied. But could his lordship give effect to the testator's intention? He had made an invalid trust for sale. Now a trust to sell and pay the proceeds to a named person, A., conferred in equity the whole beneficial title on A. A. could stop the sale. It was plain also in the case of a trust to sell and pay the proceeds to A., B., and C. in certain shares, that A., B., and C. in combination could stop the sale. His lordship mentioned this to shew that equity regarded the substance of the transaction. Again, where there was a trust for sale, and no gift of the intermediate rents until sale, they would go, so long as the sale was postponed, on the same trusts as were directed of the income of the proceeds of sale. His lordship was conscious that what he had stated as to the effect of a trust for sale was not absolutely conclusive as to the point he had to decide. But while admitting that the question was one of difficulty, it appeared to him that, acting on equitable principles, and looking at the substance of the rule against perpetuities, he was justified in holding that, though the trust for sale could not take effect, the testator's intention could be carried into operation in favour of the objects of his bounty. It was right to take a broad view. The argument that the testator intended the property to be taken as personalty was insufficient to displace this conclusion. The doctrine of election for reconversion shewed that the court did allow persons to take property in a different character from that which the testator intended. In his opinion the trust for sale was void, but there was a valid trust of the property in its unconverted state for the persons who would have taken the proceeds of sale, and there was no reason for refusing to give effect to the will on account of the rule against perpetuities.—Counsel, *Farwell*, Q.C., and *Swinfen Eady; Byrne*, Q.C., and *John Henderson; Burleigh Muir* and *Geo. Hart; Archibald Allen* and *W. H. Gover; Vernon R. Smith; E. W. Martelli.* Solicitors, *Burgess & Cosens; Turner, Rodgers, & Myatt; A. A. Timbrell; T. Wilkinson.*

[Reported by G. Rowland Alston, Barrister-at-Law.]

GREENHILL *v.* **NORTH BRITISH AND MERCANTILE INSURANCE CO.**—Stirling, J., 5th July.

Married Woman—Agreement to settle Wife's Property—Reversionary Interest in Personalty not within Malins' Act—Settlement executed by Husband alone—Election to confirm Settlement.

This was an action brought to obtain payment of the amount due on a policy effected with the defendant company on the life of one Benjamin Barber, who died on the 21st of November, 1891. The plaintiffs claimed under a charging order dated the 2nd of September, 1885. The defendant company had paid the amount to the Provident Permanent Benefit Building Society, who claimed to be assignees of the policy. The question was whether this payment was justified. Sarah Smith, widow, being beneficially entitled to the policy in question as well as to other property both real and personal, in 1853 married Alfred Greenhill. An agreement for the settlement of all the property, including the policy, was come to between the parties, and a memorandum in writing of such agreement was made and signed before the marriage by Mr. Greenhill, but not by Mrs. Greenhill. In November, 1853, Mr. Greenhill alone executed the settlement. In March, 1854, Mr. and Mrs. Greenhill, by deed indorsed on the settlement and duly acknowledged by the lady, assigned amongst other things the policy to trustees upon the trusts of the settlement. Mrs. Greenhill then, in exercise of a power in the settlement, mortgaged the policy to secure certain advances, and subsequently took proceedings to redeem the mortgage. She, consequently, after the marriag, eacted on the agreement and took the benefit of it. Her interest in the policy was at the time of the marriage and throughout her coverture reversionary, and as she acquired it under her first husband's will, which was made before the 31st of December, 1857, Malins' Act (20 & 21 Vict. c. 57) was inapplicable, and the deed of March, 1854, was ineffectual to bind it. For the plaintiffs it was contended that Mrs. Greenhill could not elect to confirm the settlement, and *Seaton* v. *Seaton* (36 W. R. 865, 13 App. Cas. 61) was relied on as being inconsistent with *Barrow* v. *Barrow* (6 W. R. 714, 4 K. & J. 409), and *Wilder* v. *Piggott* (31 W. R. 377, 22 Ch. D. 263); and it was further contended that there was no case of election, because Mr. Greenhill had brought no property into the settlement. For the defendant it was argued that Mrs. Greenhill was, under the circumstances, bound by the settlement, and that the cases were not inconsistent with one another.

Stirling, J., after stating the facts, said that the question arose whether Mrs. Greenhill had, by acting on the contract and taking the benefit of it, become bound in equity to perform it. In *Barrow* v. *Barrow* it was held that a married woman, by obtaining a decree for specific performance of a covenant in an ante-nuptial settlement relating to her real estate, made when she was an infant, had elected so as to bind in equity her interest in the real estate, and had become herself bound to carry the whole settlement into effect. It did not appear to be necessary for the purpose of making the election that the married woman should, in such a case, institute legal proceedings; it would seem to be enough that she should unequivocally claim the benefit of the settlement: see *Williams* v. *Baily* (L. R. 2 Eq. 731, 15 W. R. Ch. Dig. 45) and *Smith* v. *Lucas* (30 W. R. 451, 18 Ch. D. 531). In *Wilder* v. *Piggott* it was held by Kay, L.J., that a married woman who, after attaining twenty-one, executed an acknowledged deed confirming a settlement made by her while an infant, had elected to confirm it, and that a contingent reversionary interest in personalty, which she was incompetent to deal with under Malins' Act, became thus bound by the settlement. It was said that this conflicted with the decision of the House of Lords in *Seaton* v. *Seaton*, where it was held that a post-nuptial settlement made by an infant married woman and her husband under the provisions of the Infants' Settlement Act, 1855, did not bind a reversionary trust in personalty to which the lady was entitled under a will which came into operation before the passing of Malins' Act, and reliance was placed upon the observations of the present Lord Chancellor, who said at page 73: "If she [the lady] could not by deed, however solemnly executed, dispose directly during her coverture of her reversionary interest, I am quite at a loss to understand how by any estoppel or actings or otherwise she can be held indirectly to have disposed of it." In that case, however, the House of Lords was dealing with a post-nuptial settlement; and it was decided that the Infants' Settlement Act, though it removed the disability of infancy, did not remove the disability of coverture. In his lordship's opinion, neither the decision in *Seaton* v. *Seaton* nor the observations of the Lord Chancellor were inconsistent with what was laid down by Kay, L.J., in *Wilder* v. *Piggott*, which was cited in the argument in *Seaton* v. *Seaton*, but was not overruled or dissented from. In the present case an agreement for a settlement had been come to before the marriage of Mr. and Mrs. Greenhill, and but for the provisions of the Statute of Frauds that agreement would have been completely binding on all parties. The statute prevented any action being brought on the agreement against Mrs. Greenhill, although she might have brought an action to enforce it against her husband. She did not bring an action, but by her acts she recognized the agreement and elected to have the benefit of it. To such a state of things the principles laid down in *Barrow* v. *Barrow* and *Wilder* v. *Piggott* appeared to his lordship to have application. The argument that there was here no case of election because the husband had brought no property into settlement was met by the observations of the Vice-Chancellor in *Barrow* v. *Barrow*, in which case the only property settled belonged to the wife. In the present case the agreement was to settle the wife's property upon herself for life, with remainder as she should by deed or will appoint, and in default of appointment for her children, and if there should be none for her husband. The benefits thus secured to the children of the marriage and to the husband constituted the consideration for which he gave up his life estate in Mrs. Greenhill's real estate and his right to her personal estate which might fall into possession during the coverture. Under these circumstances the Provident Society had acquired a good title to the policy, and the action must be dismissed.—Counsel, *Hastings*, Q.C., and *Church; Buckley*, Q.C., and *F. Thompson.* Solicitors, *Prior, Church, & Adams; Bircham & Co.*

[Reported by W. A. G. Woods, Barrister-at-Law.]

Re **ANTHONY, ANTHONY** *v.* **ANTHONY**—Kekewich, J., 1st July.

Administration—Lands of Tenant-in-tail delivered in Execution under Writ of Elegit—Estates Tail in Remainder—Exoneration—1 & 2 Vict. c. 110, s. 13.

In 1885 certain lands to which the testator, a judgment debtor, was believed to be entitled in fee simple were delivered in execution by virtue of a writ of *elegit* to judgment creditors. By his will the testator specifically devised these lands to W. H. A., who survived the testator and died intestate, leaving H. W. A. his heir-at-law. The testator died without issue in 1890, and in the administration of his estate it was decided by the court (see *Re Anthony, Anthony* v. *Anthony*, 40 W. R. 316; 1892, 1 Ch. 450) that the case came within Locke King's Acts, and that the devisee was not entitled to have the land exonerated out of the personal estate. It was subsequently discovered that, as to some of these lands, the testator was tenant-in-tail in possession, not tenant in fee, and that, on his death without issue, they passed under the original settlement to W. H. A., and, on his death, to H. W. A. as his issue in tail. By section 13 of 1 & 2 Vict. c. 110 a writ of *elegit* is binding against all "persons whom he [the debtor] might, without the assent of any other person, cut off and debar from any remainder, reversion, or other interest." This was a summons by the plaintiff, an executor and one of the residuary legatees under the testator's will, asking that H. W. A. might be ordered to execute a disentailing assurance of the lands of which the testator was tenant-in-tail in possession. The creditors had been paid out of the personal estate, and the plaintiff sought to succeed to their rights against the land.

Kekewich, J., refused the application with costs, holding that his former judgment was inapplicable to those lands of which the testator had been discovered to be tenant-in-tail.—Counsel, *Vernon Smith; C. E. E. Jenkins; Warrington.* Solicitors, *Patersons, Snow, Bloxam, & Kinder*, for *Gayton & Hare*, Much Hadham; *Shaen, Roscoe, & Co.; Torr, Janeways, & Co.*, for *Anthony & Imlach*, Liverpool.

[Reported by Arnold Glover, Barrister-at-Law.]

Winding-up Cases.

Re **QUEENSLAND NATIONAL BANK**—Vaughan Williams, J., 8th July.

Company—Winding up—Scheme of Arrangement—Creditors abroad—Meeting—Proxies—Joint-Stock Companies Arrangement Act, 1870 (33 & 34 Vict. c. 104), s. 2.

A winding-up order having been made in this case, an application was made that the court should direct a meeting of the creditors in England with a view to their agreeing to a scheme of arrangement. The company had offices both in England and Australia. No winding-up order had been made in Australia, but the court having jurisdiction in that country had ordered meetings of creditors to be held in both countries to consider a scheme.

VAUGHAN WILLIAMS, J., referring to *Re The English, Scottish, and Australian Chartered Bank*, said that there was only one liquidation in that case, which was in England, and in such a case every creditor was entitled to be heard at the meeting wherever he resided; but where there were several liquidations in different countries, it might be that only the creditors in each country were entitled to be heard at a meeting held in that country.—COUNSEL, *Buckley*, Q.C., and *Bramwell Davis*; *R. J. Parker*; *Chadwyck Healey*, Q.C., and *C. E. E. Jenkins*. SOLICITORS, *Powell & Burt*; *Longbourne, Stevens, & Co.*; *Murray, Hutchins, Stirling, & Murray*.

[Reported by V. DE S. FOWLER, Barrister-at-Law.]

High Court—Queen's Bench Division.

BLAKE v. MARRIAGE—5th July.

CONVEYANCE—RESTRICTIVE COVENANT—PRIVATE DWELLING-HOUSES—STABLE—INJUNCTION.

In this action the plaintiff claimed an injunction restraining the defendant from permitting a stable to remain on a plot of land at Croydon, or erecting thereon any buildings except private dwelling-houses, and damages for breach of a covenant contained in an indenture of conveyance of the plot of land from the plaintiff to the defendant of the 20th of April, 1892. The covenant was that not more than two houses should be erected upon the land, and that the cost of each house should not be less than £200, and that no buildings should be erected on the said plot of land except private dwelling-houses, and that no part of the said plot of land should be used for any purpose other than as gardens to such dwelling-houses. The defendant had erected a stable upon the land, and it was alleged by the plaintiff that this constituted a breach of the covenant. The defendant contended that the stable was suitable for a dwelling-house which he intended to erect upon the land. *Doe* v. *Collins* (2 T. R. 498), *Hibbert* v. *Acton Local Board* (5 Times L. R. 274), *Steele* v. *Midland Railway Co.* (L. R. 1 Ch. 275), and *Bowes* v. *Law* (L. R. 9 Eq. 636) were cited.

BRUCE, J., in the course of a considered judgment, said:—The defendant in his evidence stated that he intended to build a dwelling-house on the land in question, at an expenditure of £600, and that the stable he built was suitable for such a house. He intended the house for his own occupation, and he intended to use the stable as an appurtenance to the house when built. I believe his statement, and I think I ought not to order the stable to be removed. The covenant that no buildings shall be erected on the land, except private dwelling-houses, does not, I think, prevent the erection of such outbuildings as are ordinarily appurtenant to private dwelling-houses. A greenhouse, a summerhouse, a garden toolhouse, or a stable, if used in connection with the dwelling-house and for the convenience of the occupiers of the dwelling-house, may, I think, be regarded as forming part of the dwelling-house within the meaning of the covenant. A difficulty has arisen in this case because the stable was erected before any dwelling-house was erected; but if the fact is once established, as I think in this case it is, that the stable was intended to be used for private purposes in connection with the dwelling-house which it is intended to erect on the land, I think it does not in substance matter whether the stable or the dwelling-house was first erected. But a further difficulty has arisen from the fact that when the defendant erected the stable he used it for a time for horses and a cart which were employed by him in his trade as a builder. Although that user was temporary only, I think that it constituted a breach of the covenant. The covenant means that the land shall be used for the purposes of a private dwelling-house, and not for any purposes of trade; therefore it was not competent to the defendant to use the stable, even temporarily, for the purposes of trade. I think that I ought to refuse the injunction asked for to restrain the defendant from permitting the stable to remain on the land, and that I ought to grant a declaration that the defendant is entitled to use the land and the buildings thereon for the purpose of erecting on the land private dwelling-houses and buildings appurtenant thereto, and for doing all things reasonably necessary for the erection of such dwelling-houses and buildings, and that I ought to grant an injunction restraining the defendant from using otherwise than as aforesaid the buildings on the land, except as private dwelling-houses or as appurtenant thereto, and from using the land otherwise than as aforesaid, except for private dwelling-houses and buildings appurtenant thereto, or as gardens to such dwelling-houses. His lordship assessed the damages for the breach of covenant at £15, and gave judgment accordingly.—COUNSEL, *Dodd*, Q.C., and *Eastwick*; *Shee*, Q.C., and *H. L. Manby*. SOLICITORS, *Prior, Church, & Adams*, for *Drummonds, Robinson, & Till*, Croydon; *J. P. Murrough*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

CHANCELLOR v. WEBSTER—5th July.

LANDLORD AND TENANT—ILLEGAL DISTRESS—DISTRESS LEVIED AFTER JUDGMENT OBTAINED FOR ARREARS OF RENT—MERGER.

This was an action for damages for wrongful distress for rent. The facts were shortly as follows: By a lease granted in 1887 the defendant demised a house in Piccadilly to the plaintiff for a term of seven years from the 25th of March, 1887, at a rent of £200. On the 24th of June, 1892, three quarters' rent were owing by the plaintiff to the defendant. The defendant brought an action to recover these arrears, and obtained judgment on the 26th of July, 1892. After that judgment was signed the defendant distrained upon the premises for the same arrears of rent, and seized and sold goods of the plaintiff's. The plaintiff then brought this action, claiming as damages double the value of the goods seized (under 2 Will. & Mary, cap. 5). He alleged that the distraint was illegal, on the ground that when it was made the debt for rent due was merged in the judgment, and that there was, therefore, no rent due in respect of which distress could be levied. In support of the plaintiff's case Blackstone's Commentaries, Book III., Chap. 1, *Gage* v. *Acton* (1 Salk. 325), and *Davis* v. *Gyde* (2 A. & E. 623) were cited. The defendant contended that the judgment could only bring about a merger of a right of action, and that the right of distress as a means of recovering rent was a remedy without action, and could not be merged in the judgment: Buller's Nisi Prius, p. 182, *Popple* v. *Sylvester* (22 Ch. D. 98), *Ex parte Fewings, Re Sneyd* (25 Ch. D. 338).

BRUCE, J., delivered a considered judgment in favour of the plaintiff. He was of opinion that the right to distrain was merged in the judgment, and that the distress was illegal. The claim to recover double the value of the goods distrained could not be sustained because it had been proved that they were not the plaintiff's goods. His lordship gave judgment for the plaintiff for £100—the value of the goods being assessed at £85, and the damages for loss of business at £15.—COUNSEL, *Kemp*, Q.C., and *Hammond-Chambers*; *A. G. M'Intyre*. SOLICITORS, *Crosse & Sons*; *Chivers & Co.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

HANNAY AND OTHERS v. SMURTHWAITE AND OTHERS—30th June.

PRACTICE—JOINDER OF PLAINTIFFS—SEPARATE CAUSES OF ACTION—DOUBT IN WHOM RIGHT LIES—RIGHT OF ALL TO JOIN—R. S. C., XVI., 1.

Appeal from an order made by Mathew, J., at chambers, refusing to strike out of the action several plaintiffs who had joined together in suing the defendants. The action was brought by some sixteen plaintiffs, and the statement of claim alleged that the plaintiffs were shippers and consignees of various lots of bales of cotton, shipped in the defendants' steamship *Castleton*, at Galveston in Texas, for Liverpool. The ship duly arrived in Liverpool and the greater part of these bales of cotton was duly delivered to the consignees thereof, and as to these there was no dispute; but, as the plaintiffs alleged, the defendants wholly failed to deliver the remaining portions, and the plaintiffs have lost the value thereof. The whole of the bales of cotton forming the cargo had all been duly marked, but at the time they arrived in Liverpool the marks on a certain number had been obliterated, and it could not then be discovered to whom of the various consignees the various unmarked bales belonged. These consignees, who had short delivery of their bales and to whom presumedly the unmarked bales belonged, joined in bringing the present action, claiming in all the sum of £287 in respect of thirty-three bales short, the marks on which were obliterated. The number of bales short and the marks on each bale as claimed by the several plaintiffs were set out in the statement of claim. The defendants stated in their defence that the bills of lading, if any, provided that the carriers should not be liable for, amongst other things, insufficiency or absence of marks, or for accidental obliteration thereof; and they said that, if any of the said bales of cotton were not delivered, the non-delivery was caused by the obliteration of all the marks thereon, so that the defendants could not ascertain to whom the individual unmarked bales belonged. The defendants also stated in their defence that they had tendered to the plaintiffs, before action, eighteen unmarked bales, but the plaintiffs refused to accept the same. A summons was taken out before the Liverpool District Registrar to have all the plaintiffs struck out except one. This summons was referred to the judge at chambers, and Mathew, J., at chambers, refused to make an order to strike out any of the plaintiffs, being of opinion that they could all be joined under ord. 16, r. 1, and that the defendants were not embarrassed thereby. The defendants now appealed, asking for an order that all further proceedings in the action be stayed, or the action dismissed, on the ground that the various plaintiffs hereto should have brought separate actions in respect of their respective claims (their cause of action, if any, being on separate contracts), and should not have sued jointly with each other. Ord. 16, r. 1 provides: "All persons may be joined as plaintiffs in whom the right to any relief claimed is alleged to exist, whether jointly, severally, or in the alternative," &c. For the plaintiffs it was now contended that the parties were all properly joined as plaintiffs in the action, as it was uncertain which has the right of action, and therefore the case was clearly within the words of the rule that the plaintiffs were entitled to sue severally or in the alternative. The following cases were referred to:—*Booth* v. *Briscoe* (25 W. R. 838, 2 Q. B. D. 496), *Gort* v. *Rowney* (34 W. R. 696, 17 Q. B. D. 625), *Armison* v. *Smith* (37 W. R. 405, 41 Ch. D. 89), *Sandes* v. *Wildsmith* (1893, 1 Q. B. 771).

DAY, J.—I am clearly of opinion that this appeal should be allowed, and that this case does not come within ord. 16, r. 1. Here the goods were shipped by a particular ship for a particular voyage, the marks on the bales were obliterated, and there was a difference between the number of bales set out in the various bills of lading and the number found on the quay. The shipowner is unable to deliver all the bales, and these present plaintiffs combine to bring the present action. The question we have to determine is whether these various persons can bring their action together. I think clearly they cannot so join to bring their action together under the rule, which says that persons can join as plaintiffs "in whom the right to any relief claimed is alleged to exist, whether jointly, severally, or in the alternative." It is clear to my mind that the right to any relief means the right arising out of one transaction—one and the same right—and, whether joint or several, it must be a right arising out of one transaction. I am fortified in this conclusion by the words of the rule "the right to any relief," not "the rights to every relief." Here there is no community of interest, and though it is quite true that these persons ship goods together or in common, the principle is precisely the same as if one had shipped corn, another cotton, and so on. Each person is entitled to

sue as to his own bill of lading, and each person has a several right if he has any right at all. Again, the defences may be separate, and there is no community either of action or defence. This being the case, is it reasonable that this rule should be strained so as to include the present case? I see no reason whatever for so straining it, and I think this case is not a case within the rule. Moreover, the authorities all go to support this view. The first case relied on, the case of *Booth* v. *Briscoe*, is a case of an entirely different character. That case is binding upon us, but it is a case wholly distinguishable from the present, not only in point of form, but in point of substance. The next case was the case of *Gort* v. *Rowney*, and the principles there laid down shew clearly that the decision in *Booth* v. *Briscoe* is not at all applicable to a case like the present. I think—if I may be allowed to say so—that Bowen, L.J., there put a very correct interpretation on *Booth* v. *Briscoe*. The last case was the case *Sandes* v. *Wildsmith*, where Wills, J., reviews all the cases in a way that is to my mind perfectly satisfactory. *Booth* v. *Briscoe* is no authority at all for joining plaintiffs who have such rights as are claimed by the plaintiffs in this case. I am of opinion, therefore, that this appeal should be allowed.

COLLINS, J., concurred. Appeal allowed.—COUNSEL, *T. G. Carver; Bigham*, Q.C., and *Pickford*. SOLICITORS, *Wynne, Holme, & Wynne*, for *H. Forshaw & Hawkins*, Liverpool; *Rowcliffes, Rawle, & Co.*, for *Hill, Dickinson, & Co.*, Liverpool.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

Re **THE LONDON PROVIDENT BUILDING SOCIETY, MORGAN'S CASE**—11th July.

BUILDING SOCIETY—WINDING UP—ADVANCED MEMBERS—LIABILITY AS CONTRIBUTORIES.

In this case the appellants, the London Provident Building Society, appealed against an order of the judge of the City of London Court expunging the names of the respondents from the list of contributories in the winding up of the society. The society was a building society incorporated in August, 1875, and registered under the Building Societies Act, 1874. The shares were £10 each, and the society consisted of two classes of members—viz., (1) members who held unadvanced shares, and (2) advanced, or borrowing, members, who had obtained advances on their shares and given mortgages to the society to secure repayment of such advances in the manner required by the rules of the society. On the 23rd of September, 1892, a resolution for the voluntary winding up of the society was passed, and by an order of the City of London Court, dated the 10th of October, 1892, the winding up was continued, subject to the supervision of the court, and a liquidator was appointed. There were outside creditors of the society. The respondents were, at the date of the liquidation, holders of fifty "advanced" shares which had been allotted to them in 1891, and in respect of which they had executed a mortgage, dated the 22nd of August, 1891, of certain freehold property in favour of the society. The respondents had paid all instalments due on the mortgage up to the date of the winding up, but as the repayments were spread over a period of twenty-one years, the majority of the instalments remained still unpaid. The liquidator placed the names of the respondents on the list of contributories in the winding up in respect of the instalments due from them, and the judge of the City of London Court made an order removing their names from the list of contributories, and from that order the society appealed. The appeal was argued on the 28th of April and the 18th of May, and, at the conclusion of the arguments, the court reserved judgment.

July 11.—THE COURT (BRUCE and KENNEDY, JJ.) allowed the appeal.

KENNEDY, J., read a written judgment, in which he said that as the rules of the society were in what might be called the ordinary form, it was not necessary to refer to them in detail. Rule 43 contained the usual provision for the redemption of his security by an advanced member. The legal position of the respondents as advanced members of the society was as follows:—In the first place, they were not merely debtors of the society. In *Brownlie* v. *Russell* (8 App. Cas. 235) Lord Watson said that "an advance under the statute and under these rules does not mean a loan by the society upon the security of the shares; it signifies this, that the society pay to the member by anticipation the amount of his shares upon receiving in return certain considerations which are fixed by the rules." So long as the society was a going concern the society could claim no more in the shape of payments than the society had stipulated for in the indenture of mortgage made under the rules, and upon completion of the stipulated payments as and at the times fixed by the mortgage deed, or upon redemption of the mortgage under rule 43, the respondents were entitled to say that they had discharged all their liability as members. But a winding up supervened. What was the position of the respondents then? It seemed to him that in a case such as this, where there were outside creditors, that the liquidator was right in placing the advanced shareholders who had not redeemed upon the list of contributories. Their liability under the mortgage and under the rules remained in large measure undischarged. They had not redeemed their security. They were entitled to do so still, and if they did so their liability would be extinguished. But until that was done (at all events while any outside creditor remained unpaid) they were properly included in the list. *Re Doncaster Permanent Building Society* (L. R. 3 Eq. 159) was a distinct authority in point. It was true that the society in that case was not a society under the Act of 1874, but his lordship did not see that that fact affected its applicability. In the next place, and that was the point which was keenly contested in the course of the argument, he thought that it was equally clear that the effect of the winding up in this case was to compel the respondents to repay presently the amount which was still due upon the advances, so that the sum in respect of which they were liable to contribute was the amount of the instalments of principal and interest provided for by the mortgage deed and still unpaid, regard being had in its calculation to the terms of rule 43. That was the fair result of the two cases in the House of Lords to which much reference had been made—*Brownie* v. *Russell* (8 App. Cas. 235) and *Tosh* v. *North British Building Society* (11 App. Cas. 489). It was, indeed, difficult to see how the winding up could be effected if the view of the respondents were to prevail, for that view would necessitate the keeping open of the liquidation until the termination of the twenty-one years' period fixed by the mortgage. The suggestion made on their behalf, that the liquidator might sell the society's right to receive the monthly instalments and interest as provided by the deed, did not appear to afford a practical solution of the difficulty. His lordship added, as an alleviation of the suggested hardship in this case, although it was not necessary to decide the point, that he was disposed to think that the liquidator, before he could enforce against the respondents a claim for payment of the unpaid balance, would have to give them the six months' notice which, if they had sought to redeem, they would have had to give under rule 43. For the reasons given, therefore, the decision appealed from was wrong, and the appellant was entitled to the order asked for—namely, this court being of opinion that from and after the date of the winding-up order the respondents, as advanced members, were liable to pay to the society such sum as would, under the rules of the said society, and the instalments already paid by them in respect of the said advance being taken into account, entitle them to call for a redemption of their security, and that on payment of such sum the respondents would be free from all liability as contributories or otherwise of the said society or the liquidator thereof.

BRUCE, J., concurred. Appeal allowed.—COUNSEL, *Dodd*, Q.C., and *Ribton; Muir Mackenzie* and *Lincoln Read*. SOLICITORS, *Edward Lee & Davis; Hatchett-Jones & Co.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

HADDON *v.* **MORTON**—11th July.

COUNTY COURT—PROHIBITION—ABANDONMENT OF EXCESS OF CLAIM OVER £50—COUNTY COURTS ACT, 1888, s. 81.

This was a motion on behalf of the defendant to set aside an order made by Collins, J., in chambers, refusing to issue a writ of prohibition to the judge of the Wandsworth County Court. The action was commenced in that court to recover £50 arrears due under a covenant in a deed of separation entered into by the defendant and the plaintiff, the latter being trustee for the defendant's wife. At the time the action was brought there was in fact £54 due, and the defendant applied *ex parte* to the judge in chambers and obtained a summons for a writ of prohibition to issue, on the ground that the plaintiff, by suing for £50 when £54 was in fact due, was in effect dividing his cause of action contrary to section 81 of the County Courts Act, 1888, inasmuch as there had been no express abandonment of the excess entered on the particulars as required by ord. 6, r. 1*a*, of the County Court Rules, 1889. Between the service of the summons and the return day of it the plaintiff amended the particulars under ord. 14, r. 13, by entering thereon the abandonment of the excess. The judge in chambers therefore refused to issue the writ of prohibition, and the defendant now moved to set aside his order.

THE COURT (CAVE and WRIGHT, JJ.) dismissed the motion.

CAVE, J., said that the decision of the judge in chambers was right. The plaint, by which £50 was claimed, was perfectly regular in form, and the defendant ought to have appeared and shewn that in reality £54 was due. If that had been done the case of *Isaac* v. *Wyld* (7 Ex. 163) would have been directly in point, and the excess might have been abandoned at the hearing. In that case Parke, B., held that there was no particular time at which the abandonment should be made, that it might be done at the trial, but he suggested that it was better that it should be done before the hearing, so as to avoid the trouble and expense to the defendant of having to attend the county court in order to compel the plaintiff to abandon the excess. Then ord. 14, r. 13, of the County Court Rules provided that particulars might be amended "at any time" before the return day, and the judge might adjourn the trial if he thought the defendant had had no opportunity of dealing with a new state of things presented by the amended particulars. In this case there was no reason for disallowing the amendment. The defendant could not be injured by it or require further time, for no new matter was introduced. The amendment was properly made at such a time as would prevent the necessity of an application to amend at the trial. There was not any excess of jurisdiction, and no ground for the application of a writ of prohibition.

WRIGHT, J., concurred.—COUNSEL, *Horace Browne, C. Lacy Smith*. SOLICITORS, *Doyle; A. Pope*, for *H. Jones*, Wandsworth.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., Mr. W. F. Blandy (Reading) in the chair. The other directors present were Messrs. W. Beriah Brook, H. Morten Cotton, Robert Cunliffe, Grantham R. Dodd, William Geare, Samuel Harris (Leicester), John Hunter, J. H. Kays, Frank R. Parker, Richard Pidcock (Woolwich), Sidney Smith, R. W. Tweedie, Frederic F. Woolbert, and J. T. Scott (secretary). A sum of £485 was distributed in grants of relief, seventeen new members were admitted to the association, and other general business was transacted.

THE DEBTORS ACT.

The following is the report of the Select Committee of the House of Lords appointed to inquire into the subject of committals under the Debtors Act, and to report thereon to the House:—

1. The committee think it unnecessary to enter upon the history of the old law of imprisonment for debt which, with certain exceptions not revelant to this inquiry, was abolished by the 4th section of the Act of 1869.

2. The subject-matter referred to them for consideration will be found in the 5th section, which enacts that, subject to certain provisions and to prescribed rules, any court may commit to prison for a term not exceeding six weeks, or until payment of the sum due, any person who makes default in payment of any debt or instalment of any debt due from him in pursuance of any order or judgment of that or any other competent court, provided (among other things) that such jurisdiction shall only be exercised when it is proved to the satisfaction of the court that the person making default: (i.) Either *has or has had* since the date of the order or judgment the means to pay the sum in respect of which he has made default; and (ii.) has refused or neglected, or refuses or neglects to pay the same. Proof of the means of the person making default to be given in such manner as the court thinks just. No such imprisonment to operate as a satisfaction or extinguishment of such debt, &c.

3. The committee have inquired carefully into the working of this law, and have examined witnesses from England, Scotland, and Ireland.

4. They have examined several county court judges of long experience, and from different parts of the country. They have also had placed before them the opinion in writing of many more of the county court judges.

5. They have had before them Mr. Nicoll, formerly and for many years an officer of the Treasury and superintendent of county courts, and also several of the registrars of large experience, and the officers of many of the trade protection societies from Nottingham, Manchester, Bristol, West Yorkshire, London, Leeds, Dublin, Belfast, Edinburgh, and Glasgow.

7. The committee have sought to learn the opinion of the labouring classes upon the subject, in order to discover whether there exists any dissatisfaction among them, either as to the law itself or as to its administration; for this purpose they applied to Mr. Burt, M.P., to Mr. Henry Broadhurst, to Mr. Shipton, the secretary of the London Trades Union Council, and to the Charity Organization Society, but no evidence has been forthcoming to shew that any such dissatisfaction exists.

8. A very large majority of the county court judges are in favour of the Act. They say that it is desirable that a court which has the power of giving judgment for the recovery of a sworn debt or demand should also have power to enforce compliance with that judgment, if it is in the power of the debtor to comply with it; that in the case of the vast majority of the judgments recovered in the county courts, process by way of execution against the goods is useless as a means of enforcing the judgment; that the abolition of this power of imprisonment would tend to injuriously affect the credit now given to the working classes, a credit which in times of strikes or depression of trade is most beneficial to those who are thrown out of work. But some of the county court judges are opposed to the policy of the Act on the following grounds:—First, that while the judges have so wide a discretion in exercising the powers vested in them by the Act it necessarily follows that different practices must grow up, that debtors in different parts of the country must be, so to speak, subject to a different treatment. Secondly, that the evidence upon which the judges have to act is very untrustworthy, as they have to receive hearsay evidence, and as the creditor is very seldom in a position to give satisfactory evidence as to the means of the debtor, and the judges have no power to enforce the presence of the debtor. Thirdly, that it is very mischievous in the effect which it produces, as tending to foster a very unhealthy system of credit.

9. Experienced registrars who have been examined agree with the majority of the county court judges.

10. The committee are of opinion that so far as this power of imprisonment is concerned, there is no evidence of any discontent among the labouring classes. The secretary of the Warwickshire Miners' Association, whose name was suggested by Mr. Burt, M.P., stated that the general feeling of the working classes is, that if it was proved that a man could pay and would not pay it was right that he should be sent to prison, and that he had heard nothing to induce him to think that there exists any feeling of annoyance or agitation against this law; and other witnesses speak to the same effect. The Recorder of Cork, Mr. Field, M.P., and other witnesses from Ireland, all state that there is no agitation or feeling in regard to this question upon the part of the artisan or working classes, or agricultural labourers or small farmers in that country.

11. It is admitted on all hands that this power of imprisonment is most effective in obtaining for creditors the payment of the debts due to them; and especially in the case where the debtors are of a higher social scale than the labouring classes, as in that case the liability of going to prison at all is more deterrent. There is much evidence to shew that the power to distrain upon goods would not alone be sufficient. In a very large number of cases persons have no goods beyond the £5 limit; and difficulties are also created by the development of the hire-purchase system, and from goods being subject to bills of sale.

12. It has been clearly proved that, of those against whom a warrant is issued, very few go to prison at all, a great number pay within a few hours or days after they have gone to prison, and but few remain all their time.

13. Thus, at Westminster in 1891, out of 848 persons against whom warrants were issued, 604 paid on arrest, 22 paid in prison, and only 25 remained in prison the whole time. So at Leeds in 1891, out of some 20,000 judgments in favour of the plaintiffs, there were 8,805 judgment summonses heard, 4,200 warrants of commitment issued, only 228 different persons were imprisoned, only 105 stayed in gaol, 36 paid on entering the prison gates. His Honour Judge Bedwell states that the percentage of prisoners who stayed in prison per 100 warrants on the average of five years 1887-91, for the whole of the county courts, is only 6·2 per cent.; it is satisfactory to find, by comparing this statement with the tables drawn up in 1875, that the percentage has fallen from 15 per cent. to 6·2 per cent., owing to the way in which the Act has been administered.

14. There is no doubt considerable difference in practice in the administration of the Act among the various county court judges as to the mode of investigating the means of the debtor; that is to say, as to whether he has, or has had, the means to pay, as to the term of imprisonment, and also as to the terms upon which the order may be suspended. The committee are of opinion that more uniformity of practice is desirable, and that more frequent consultations between the judges would tend to produce such a result. The committee would add that the county court judges do severally exercise their jurisdiction with great care and attention.

15. The committee have considered carefully the period of imprisonment which it is necessary to retain. The Act permits the court to commit to prison for a term not exceeding six weeks. The practice of the courts varies in the several districts, and probably to some extent necessarily varies with the circumstances of each district, and with the particular class of debtor. It would appear, generally speaking, that a short period does not induce the debtor to pay, but that a longer period will do so, and some of the courts inflict the maximum of forty-two days. Looking, however, to the evidence, and to the returns before them, the committee are of opinion that the maximum period may be reduced with advantage to twenty-one days, and that thus one element of difference in practice will be lessened. It is to be observed that this limit of twenty-one days is the period fixed in the case of nonpayment of rates.

16. The Select Committee of the House of Commons, to whom the Fraudulent Debtors (Scotland) Bill was referred in 1880, recommended *mutatis mutandis* that the lines adopted in the English Debtors Act, 1869, and Irish Debtors Act, 1872, should be followed. By the Debtors (Scotland) Act of that year, however, imprisonment for civil debt was abolished. But an exception was made in the case of (1) taxes, fines, or penalties due to Her Majesty, and rates and assessments; and (2) sums decerned for aliment. Provision was also made for a simpler and less expensive process of *cessio bonorum*. It may be observed that the right of imprisonment is preserved for such things as rates and taxes, shewing that in these cases it was not thought wise to trust to the process of *cessio* only, and the evidence clearly shews that there is great difference of opinion upon the question whether the new process of *cessio* affords creditors a *compulsitor* equivalent to previous right to incarcerate; under these circumstances the committee cannot recommend the adoption of the Scottish law.

17. With regard to arrestment of wages, the enactment that wages of labourers, &c., shall, so far as necessary for their subsistence, be deemed alimentary, and in like manner as servants' fees and other alimentary funds not liable to arrestment, may be regarded as declaratory of the common law in Scotland. The later statute prohibited any such arrestment, except in so far as the amount of wages earned exceed 20s. per week. But it is unnecessary to consider at any length any system of arrest of wages in England and Ireland, as the evidence clearly shews that any such proposal would be disapproved by employers and employed.

18. Two questions have been incidentally brought forward in the course of this inquiry, first, the question of the Statute of Limitations, and secondly, the question of costs. There seems to be a general agreement among the witnesses that it would be desirable to reduce the period of the Statute of Limitations, and in this opinion the committee are disposed to concur; but, as this subject is one that would require careful consideration, and does not come within the terms of the reference to them, the committee are not prepared to offer any definite opinion upon the point. As to the question of costs, they seem to bear a large percentage on the money got in. Judge Bedwell calculates that the total costs, exclusive of fees, for the five years for the whole of England, *i.e.*, 1887 to 1891, is £8 9s. per cent. on the money got in. It would appear that the question of costs in respect of judgment summonses and orders of commitment is also one deserving serious consideration, and that it would be advisable that a departmental committee of the Treasury should carefully consider the matter as early as possible.

19. The committee, having fully considered the evidence taken before them, have come to the conclusions set forth in the following resolutions, viz:—1. That as to the power of imprisonment, it has not been proved before us that there is any discontent among the classes most affected by the Act, either as to the law itself or as to the way in which it is administered, nor have we any reason to believe that such discontent exists. 2. That the existence of the power of imprisonment undoubtedly has a great effect upon debtors in inducing them to pay, particularly in the case of lodgers and others with no settled homes. 3. That of those against whom a warrant is issued, very few go to prison at all, a great number pay within a few hours or days after they have gone to prison, and but few remain all their time. 4. That execution upon the goods of the debtor would, in the great majority of cases, be useless, and the existence of the power of execution alone is comparatively of no avail. 5. That the county court judges exercise their jurisdiction with great care and attention, but we think that more uniformity of practice would be desirable, and that this end might be obtained through more frequent consul-

tations between the judges. 6. That a liability to imprisonment for the term of twenty-one days would seem sufficient to effect all the purposes of the Act, and that the power of imprisonment for forty-two days and for more than twenty-one should be abolished. 7. That any system of arrest of wages would be disapproved both by employers and employed. 8. That the question of costs in respect of judgment summonses and orders of commitment is one deserving serious consideration, and that it would be advisable that a departmental committee of the Treasury should carefully consider the matter as early as possible.

LEGAL NEWS.

APPOINTMENTS.

Mr. H. H. Atkinson-Grimshaw, solicitor, of Petersfield, has been appointed Clerk to the Guardians of Petersfield; Clerk to the Highway Board and School Board of Petersfield; and Clerk to the School Board of Liss, in the place of Mr. T. Caparn, resigned.

Mr. Francis Stunt, solicitor (of the firm of Moggy & Stunt), of Chelmsford, and 43, King William-street, London, E.C., has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Henry Charles Burnham and William Lewin, solicitors, Wellingborough (Burnham, Son, & Lewin). June 30.

Thomas Martin, W. A. Webb, George Hime, and Harold Martin, solicitors, Liverpool (T. & T. Martin, Webb, & Hime). July 3. So far as George Hime is concerned. The continuing partners will continue to carry on the said business at 48, Castle-street, Liverpool, under the style or firm of T. & T. Martin, Webb, & Martin. [*Gazette*, July 7.

GENERAL.

Sir Charles Russell arrived in London from Paris on Monday morning.

According to the *Pall Mall Gazette* it is said that the Lord Chancellor contemplates establishing a Central Court in London for the trial of actions remitted from the High Court to county courts.

Lord Coleridge, at the Newcastle Assizes on Tuesday, was attacked with slight faintness during the midday adjournment. On the advice of Dr. Page, who was called in, his lordship did not sit again in the afternoon, but adjourned his court until the next morning. On Monday the Lord Chief Justice sat from half-past 10 until 7 o'clock. He has since resumed his sitting.

There is a strong impression in well-informed Gladstonian circles, says the *St. James's Gazette*, that in the event of the retirement of the Marquis of Lansdowne during Mr. Gladstone's term of office, the Governor-Generalship of India will be bestowed upon Lord Herschell, the present Lord Chancellor. This rather sensational appointment, or "translation" would not come as a surprise to Lord Herschell's friends, who are aware of the immense interest which his lordship has taken in Indian currency and finance questions. He has already served on two Royal Commissions, directly or indirectly dealing with this difficult subject, of which he is admitted to be a master. Lord Herschell's "all round" ability and high administrative capacity are well known in official circles.

The *Times* announces the death of Justice Samuel Blatchford, of the Supreme Court of the United States, which took place at Washington on Saturday. He was appointed to the Supreme Court eleven years ago. For fifteen years before that he had filled with great credit the office of United States District Judge, and his reports of Circuit Court cases—commonly known as "Blatchford's C. C.'s"—are to be found in most American legal libraries. His father, it may be mentioned, was appointed in 1826 as financial agent and counsel for the Bank of England, and in that capacity conducted the settlement between the Bank of England and the Bank of the United States, when the charter of the latter expired in 1836. Samuel Blatchford was born at New York in 1820, and after graduating from Columbia College he became private secretary to Governor W. H. Seward, who later on was President Lincoln's Secretary of State. In 1845 he entered a law partnership with Mr. Seward and Mr. C. Morgan. Nine years later he removed from Auburn to New York City, and practised there till his appointment by President Johnson to be District Judge of the United States Circuit Court for the Southern District of New York. In 1882 President Arthur appointed him a Justice of the Supreme Court. His record in that position has been most creditable.

At the Winchester Assizes, says the *Times*, before Mr. Justice Grantham and a special jury, the cause of *Thatcher* v. *Great Western Railway Co.* was heard last week. It was an action for alleged negligence against the railway company, raising a point of considerable interest to the travelling public. The plaintiff, a solicitor's clerk at Basingstoke, accompanied his sister-in-law and her daughter to Basingstoke Station on August 5. He took their tickets for them, put them into a carriage, and took leave of them. As he was walking up the platform to leave the station the train started. The guard was two-thirds of the way up the train; the door of his van, which was in the rear of the train, was open, and as the train overtook the plaintiff the door of the guard's van struck him on the left shoulder and knocked him down between the platform and the train. The plaintiff suffered severe injuries, and now sued the company. At the close of the plaintiff's case Mr. Bucknill, Q.C., submitted that there was no evidence of negligence, and that the plaintiff was a mere licensee on the defendants' premises. His lordship ruled that there was a case for the jury, and in summing up told them they must consider whether the leaving the door of the guard's van open, which projected 18in. over the platform, whilst the train was in motion, was an act of negligence. He also pointed out the law on contributory negligence, and the facts bearing upon it in this case. In the result the jury found for the plaintiff, with £535 damages. Judgment accordingly.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, July 17	Mr. Ward	Mr. Clowes	Mr. Godfrey
Tuesday 18	Pemberton	Jackson	Leach
Wednesday 19	Ward	Clowes	Godfrey
Thursday 20	Pemberton	Jackson	Leach
Friday 21	Ward	Clowes	Godfrey
Saturday 22	Pemberton	Jackson	Leach
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer**
Monday, July 17	Mr. Rolt	Mr. Lavie	Mr. Pugh
Tuesday 18	Farmer	Carrington	Beal
Wednesday 19	Rolt	Lavie	Pugh
Thursday 20	Farmer	Carrington	Beal
Friday 21	Rolt	Lavie	Pugh
Saturday 22	Farmer	Carrington	Beal

WINDING UP NOTICES.

London Gazette.—Friday, July 7.

JOINT STOCK COMPANIES.

Limited in Chancery.

Royal Hotel Co, Scarborough, Limited—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Robert Wilson Leadbeater, 33, St Nicholas st, Scarborough. Turnbull & Co, Scarborough, solors for liquidators

Torbay Brewery and Cyder Co, Limited—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Frederick Armstrong, 89, Gresham st

FRIENDLY SOCIETIES DISSOLVED.

Caredigion Nant Machno Friendly Society, Penmachno, Carnarvon. July 1

Dunraven Colliery Sick Fund, Tynewydd Hotel, Treherbert, Glamorgan. July 1

Keele Union Friendly Society, Sneyd's Arms Inn, Keele, Stafford. July 1

Paddington Radical Working Men's Club and Institute, Paddington. July 1

London Gazette.—Tuesday, July 11.

JOINT STOCK COMPANIES.

Limited in Chancery

Elmore's Wire Manufacturing Co, Limited—Petn for winding up, presented July 7, directed to be heard on Friday, July 21. Patersons & Co, 25, Lincoln's inn fields, agents for Dibb & Co, Leeds, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 20

Harvey's Oyster Co, Limited—Petn for winding up, presented July 6, directed to be heard on Friday, July 21. E C Rawlings, 2, Walbrook. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 20

John Dobson, Limited—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to James Mallett, 18, Clayton st East, Newcastle on Tyne

Union Paper Works, Limited—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to David Smith, Esq, 22, Booth st, Manchester. Butcher & Barlow, Bury, solors for liquidator

Westray, Copeland, & Co, Limited—Petn for winding up, presented June 30, directed to be heard on Friday, July 21. Munns & Longden, 8, Old Jewry, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 20

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, June 30.

Gregory, Alfred Countze, Withyham, Sussex, Gent July 27 Earl de la Warr v Gregory, Stirling, J. Mathews & Browne, Cannon st

Reece, Lewis Thomas, Cardiff, Solicitor July 27 Hardyman v Reece, Chitty, J. Williamson, Sherborne lane

London Gazette.—Tuesday, July 4.

Dalston, George Naitby, Barnard Castle, Durham, Butcher July 15 Dalston v Dalston, Registrar, Durham Heslop, Barnard Castle

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, June 30.

Barratt, Jonathan, Heapham, Lincs, Farmer August 1 Robbs & Forrest, Gainsborough

Bowman, George Richard, Portland terrace, Regent's Park July 31 Trinders & Capron, Cornhill

Box, Mary, Radclive, Bucks July 20 Hearn & Hearn, Buckingham

CARMICHAEL, JAMES DODDINGTON, New Malden, Surrey, Colonel in H M's Army, C B August 31 Talbot, Chancery lane
DEAN, JOHN, Gateshead, Wherry Owner August 1 Criddle, Newcastle on Tyne
FAULKNER, WILLIAM, Liverpool, Baker July 14 Barrell & Co, Liverpool
GARTHWAITE, JOHN, Crigglestone, Yorks, Brewer July 7 Iansons & Co, Wakefield
GILLINGHAM, JOHN, Spettisbury, Dorset, Veterinary Surgeon July 14 Luff, Blandford
HARDFORD, GEORGE CHARLTON, Trafford Lodge, Kilburn, Architect Aug 12 Routh & Co, Southampton st, Bloomsbury
HARDY, JOSEPH, Hulme, Manchester, Sauce Manufacturer Aug 5 Hadfield & Co, Manchester
HART, THOMAS, Hamilton terr, St. John's Wood, Gent July 24 Hardisty & Co, Gt Marlborough st
HEAP, WILLIAM, Gt Harwood, Lancs, Weaver July 22 E & B Haworth, Gt Harwood
HOLMES, THOMAS, Scarborough, retired Carver Aug 3 Drawbridge, Scarborough
HOPE, WILLIAM, Curson st, Mayfair, M.D. Aug 12 Webb & Co, Queen Victoria st
JOHNSON, ANTHONY, High Ardley, Hexham, Northumbrid, Farmer July 8 L C & H F Lockhart, Hexham
JONES, HENRY, Tulse Hill Aug 5 Jones, Austinfriars
KNOX, JOHN, Manchester, Gent July 29 Ogden, Manchester
LEIGH, JAMES, Bury, Gardener Aug 9 Woodcock & Co, Bury
MCCREA, MARIANNE WATSON, Shanklin, I W July 11 Griffiths & Co, Newcastle on Tyne
MURRELL, ESTHER, Virley, Essex July 31 White & Son, Colchester
PEPPIN, GEORGE GILBERT, Peckham rye, Gent July 31 Cooper, Eccleshall, Staffs
PITCHER, PHILIP, East Molesey, Surrey, Gent July 27 Goldring & Co, Abchurch lane
RATCLIFFE, THOMAS, Fisherton, Delamere, Wilts, Clerk in Holy Orders July 29 Foster & Kendrick, Birmingham
ROSE, WILLIAM, Middlesex st, Whitechapel, Licensed Victualler Aug 9 Clapham & Co, Devonshire sq, Bishopsgate
SHAND, JOHN AUCHMEDDEN BAIRD, Accra, West Coast of Africa, Barrister at Law Sept 1 Bircham & Co, Parliament st
SHAND, Sir CHARLES FARQUHAR, LL.D., formerly Chief Justice of Mauritius, Brighton Sept 1 Bircham & Co, Parliament st
SLATER, JOSEPH HARTLEY, Barthorpe, Yorks, Farmer Aug 14 Robson, Pocklington
SORENSEN, MARTIN PETER, Liverpool, Chandler Aug 12 Lewis & Davies, Liverpool
STOTT, JONAS, Lostock, Lancs, Farmer Aug 12 Chapman & Co, Manchester
SUNDERLAND, JOSEPH HAGUE, Billingley, Darfield, Yorks, Gent Aug 1 Kenyon & Son, Thorne, via Doncaster
TURPIN, JAMES, Cedars villas, Putney Bridge rd July 26 Joseph S. Gabriel, Grelliers and Canterbury Wharves, Belvedere rd, Waterloo Bridge
VEAL, MARY ANN, Spennymoor, co Durham July 21 Fanny Cross, 123, Railton rd, Brixton, Surrey
WILLIAMS, JOHN, Widnes Aug 14 Oppenheim & Malkin, St Helens
WINANS, DE WITT CLINTON, Beaufort gdns, Gent Aug 12 Routh & Co, Southampton st, Bloomsbury
WOODING, ELIZABETH ANN, Gore rd, Victoria Park July 28 Voss, Bethnal Green rd
WOODROFFE, HENRIETTA CHARLOTTE, Hastings Aug 14 Mander & Watson, New square Lincoln's inn

London Gazette.—TUESDAY, July 4.

ATKINSON, MARY, Ambleside, Westmrid Sept 1 Thomson & Wilson, Kendal
BEARDWELL, SAMUEL JAMES, Great Coggeshall, Essex, Assistant Overseer August 18 Beaumont & Sons, Coggeshall
BROOMFIELD, CHARLES, Millbrook, co Southampton, Gent August 4 Sharp & Co, Southampton
CARDNO, JOHN, Bedford hill, Balham, Gent Aug 10 Woodcock & Co, Bloomsbury sq
COLE, GEORGE VICAT, Campden Hill, Kensington, Esq Aug 14 Barker, Bedford row
DAVIES, HENRIETTA, Portsdown rd, Maida Hill Aug 1 Davies, Weston super Mare
DAWSON, JOSEPH, Gateshead, Horse Dealer Aug 28 Dixon, Gateshead
EDGE, THOMAS, Over Hulton, Lancs, Farmer Aug 1 Hodgkinson, Bolton
EVERETT, JAMES, Coggeshall, Essex, Gent Aug 18 Beaumont & Son, Coggeshall
EYTON-JONES, THOMAS, Pau, Basses Pyrenees, France, Doctor of Medicine Aug 1 Acton & Co, Wrexham
GARVAGH, Right Hon CHARLOTTE ISABELLA ROSABELLE, Dowager Baroness, Garvagh, Londonderry July 20 Powell & Goodall, Essex st, Strand
GOLDSMITH, ABRAHAM, Bury St Edmunds, Innkeeper Aug 7 Greene, Bury St Edmunds
GILBY, ADAM JAMES, Surbiton hill, Surrey, Builder Aug 5 Durham & Carter, Arundel st, Strand, and Kingston on Thames
HARD, WILLIAM, Downham, Isle of Ely, retired Farmer Aug 8 Archer & Son, Ely
HEUGH, THOMAS, Gilling, Yorks, Farmer July 19 Jefferson & Son, Northallerton
HOLLICK, FRANCIS, Sparkbrook, Birmingham, Watch Hand Manufacturer Aug 10 Canning & Canning, Birmingham
HOWEY, ERNEST BALDWIN, Sheffield, General Draper July 31 Stacey, Sheffield
JOHNSON, WILLIAM, Broomfield, Sheffield, Gent Aug 31 Rodgers & Co, Sheffield
KELLY, SARAH ELEANOR, Rawdon, Yorks Aug 1 Stansfeld, Halifax
MERRICK, WILLIAM, Harborne, Staffs, Oilman July 13 Pepper & Tangye, Birmingham
NEWPORT, JAMES BENJAMIN, Weymouth, Fishmonger Aug 1 Howard, Weymouth
OLIVER, HANNAH MATILDA, Harrogate July 31 Butler & Middlebrook, Leeds
PAGDEN, FREDERICK JOHN, Bathealton House, nr Bath, Esq Aug 31 Trower & Co, New sq, Lincoln's inn
ROBINSON, FREDERICK, York, Tobacconist Aug 15 E & E P Dale, York
SAMUEL, LEWIN LAZARUS, Reading July 28 Windybank & Samuell, Poultry
SHAW, ANDREW, Heywood, Lancs, Boot Manufacturer Aug 5 Harris & Terry, Matlock Bridge, Derbyshire
SIM, JOHN LAMBERT, Haddenham, Thame, Oxon, Esq August 31 Barker, Bedford row
SMITH, FANNY, Edgbaston, Birmingham July 20 Robbins, Birmingham
SUNDERLAND, JOSEPH HAGUE, Billingley, Darfield, Yorks, Gent August 1 Kenyon & Son, Thorne, via Doncaster
TANNER, CHARLOTTE, Nettleton, Wilts July 31 Audry, Chippenham
TAYLOR, JOHN, Underbarrow, Westmrld, Yeoman September 1 Thomson & Wilson, Kendal
VEITCH, ANDREW, Lombard st, Banker August 14 Harwood & Stephenson, Lombard st
WILLIAMS, MARIA, Wolverhampton August 7 Willcock & Taylor, Wolverhampton
WOOLLAM, JOB, Rossett, nr Wrexham, Innkeeper August 14 Hughes, Wrexham

London Gazette.—FRIDAY, July 7.

ABEL, MARY ANN, Ringland, Norfolk July 31 Collyer, Reepham
ADAMS, GEORGE, Ash next Sandwich, Kent, Farmer August 1 Emmerson & Co, Sandwich
ALLEN, RICHARD, Bath August 4 Payne & Fuller, Bath
ALLSOP, ROBERT, West Brighton, Gent August 14 Stacpoole & Co, Old Broad st
ASPLEN, GEORGE WILLIAM, Mepal, Isle of Ely, Clerk in Holy Orders August 16 Eaden & Knowles, Cambridge
ATKINS, ALFRED DAVID, Queen's rd, St John's Wood, Builder August 15 Alderton, Edgware rd
BARTOLINI, GUISEPPE, Coulsdon, Surrey, Courier August 8 Millar, Borough High st, Southwark
BATTLE, CHARLES KEY, Lincoln, Farmer September 7 Tweed & Co, Lincoln
BECKLEY, FREDERIC, Nettleingham, Gravesend, Miller Aug 12 Sharland & Co, Gravesend
BELL, ELIZABETH, Hillsborough, Sheffield Aug 1 Taylor & Co, Sheffield
BLAKE, ANN, Cleveland gardens, Barnes Sept 30 Blashford & Co, Walbrook
BLANCHETT, MARY, Bushton, Clyffe Pypard, Wilts July 31 Langley-Smith, Gloucester
BOX, MARY, Radclive, Bucks July 20 Hearn & Hearn, Buckingham
CLARKE, JOHN BURDETT, Kingsthorpe, co Northampton, Gent Aug 23 Decke & Green, Northampton
COLLON, JOHN, Patricroft, nr Manchester, Draper Aug 4 Griffiths & Bowker, Manchester and Patricroft
FOREMAN, WILLIAM, Queen's rd, Peckham, Gent Aug 31 Bristow, Greenwich
GALE, GEORGE, Staithes, Yorks, Timber Merchant Aug 30 Woodwark & White, Whitby
GASCOIGNE, JOHN HAWKINS, Brighton, C B, retired General Aug 5 Robins & Co, Lincoln's inn fields
GERRARD, CHARLES, Liverpool Sept 7 Berry, Liverpool
GILL, JOHN, Surrey lane, Battersea, Gent Sept 4 Jackaman & Sons, Ipswich
HEBDEN, THOMAS, Potovens, nr Wakefield, Gardener July 31 Scott, Leeds
HERBERT, LOUISA AGNES, Buckfield, Leominster Aug 1 Lambe & Stephens, Hereford
HODGSON, MARY SARAH COGHLAN, Dorking, Surrey Aug 12 Shearman, Gresham st
HOLLIS, HENRY, Camden rd, Islington, Gent Aug 19 Price & Sons, Walbrook
KING, EDWARD, Cannes, France Aug 12 Rose & Johnson, Delahay st, Westminster
KITCHEN, ELIZABETH SARAH, Hackney rd Aug 7 Taylor, Essex st, Strand
LIDDELL, MARY DARE, Bedford Aug 4 Jessopp & Son, Bedford
MALTBY, WILLIAM, Nottingham, Surgeon Aug 23 Martin & Sons, Nottingham
MAY, THOMAS WILLIAM, Albany rd, Camberwell July 30 Snow & Co, Great St Thomas Apostle, Queen st
MILLAR, WILLIAM, Fenchurch st, Merchant Aug 7 Watney & Co, Lombard st
MOSTYN, JOHN, Llanelin, co Denbigh, Tailor Aug 3 Simon, Mold, Flintshire
OATES, ANNIE, Bath Aug 5 Witham & Co, Gray's inn sq
OATES, ANNIE MARIE, Portman st, Portman sq Aug 5 Witham & Co, Gray's inn sq
PARKE, WILLIAM, Rainhill, Lancs, Gent Aug 12 Cross, Liverpool
PEGLER, ANN, Maugersbury, Glos Aug 4 Francis & Co, Stow on the Wold
REDFEARN, JAMES, Huddersfield, Gent July 31 Rhodes, Huddersfield
THOMPSON, ANNIE SULLIVAN, Weston super Mare July 29 Sparkes, Guildford
TUSON, HENRY, South Elmham, Suffolk, Clerk in Holy Orders Aug 11 Tuson, Ilchester
WADSWORTH, GREENWOOD, Shackleton in Wadsworth, Halifax, Grocer Aug 25 Sutcliffes, Hebden Bridge
WAKELING, JAMES, Arundel, Sussex, Ironmonger Aug 24 Edwd Prior, care of Mrs. Wakeling, Tarrant st, Arundel
WALKLEY, MARY ELIZABETH, St John's villas, Islington Aug 19 Price & Sons, Walbrook
WARREN, HENRY EDWARD, Tunbridge Wells, Major, retired Aug 2 Fladgates, Craig's court, Charing Cross
WATKINS, THOMAS, Broadway, Deptford, Oilman Aug 7 Marchant & Bonwell, George yard, Lombard st, and Broadway, Deptford
WOODING, ELIZABETH ANN, Gore rd, Victoria park July 28 Voss, Bethnal Green rd
WRIGLEY, JAMES, Netherton, nr Huddersfield, Gent Aug 10 Mills & Co, Huddersfield

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 7.

RECEIVING ORDERS.

BOOTHE, A L TREVOR, Colchester, Lieutenant in 4th Hussars Colchester Pet May 6 Ord July 1
BURDEN, JAMES, Cardiff, Club Manager Cardiff Pet July 4 Ord July 4
CLARK, RICHARD PETER, Tansley, nr Matlock, late Brewer's Traveller Derby Pet July 3 Ord July 3
CLUFF, WILLIAM, Huntingdon, Pianoforte Tuner Peterborough Pet July 4 Ord July 4
COLLETT, HARRIET, Colne St Aldwyns, Fairford, Glos, Linen Draper Swindon Pet July 4 Ord July 4
COLSTON, JAMES, Cardiff, Watchmaker Cardiff Pet July 1 Ord July 1
COOPER, HENRY JAMES, Sparkhill, Worcs, General Dealer Birmingham Pet July 3 Ord July 3
DENMAN, HERBERT, Doncaster, Printer Sheffield Pet July 3 Ord July 3
GENNEY, WILLIAM, Gt Grimsby, Basket Maker Gt Grimsby Pet July 4 Ord July 4
GILBERT, JAMES, Deeping St James, Lincs, Manager of a Public house Peterborough Pet July 3 Ord July 3
GLASSEY, CHARLES HENRY, Birmingham, Fish Dealer Birmingham Pet July 1 Ord July 4
GROVES, THOMAS, Anerley, Surrey, Contractor Croydon Pet Feb 4 Ord July 4
HILLARY, JOHN RAYMENT, Manchester, Accountant Manchester Pet June 8 Ord July 4
HOBBS, JOHN SAMUEL, Cardiff, Dyer Cardiff Pet July 4 Ord July 4
HORNE, CHARLES FRANCIS, Plymouth, Painter East Stonehouse Pet July 4 Ord July 4
HOUSE, RICHARD, Fore st avenue High Court Pet May 30 Ord June 30
HUTSON, GEORGE, Manningtree, Essex, Butcher Colchester Pet July 5 Ord July 5
JARVIS, JOHN WILLIAM, and JOHN WILLIAM JARVIS, the younger, Charing Cross rd, Booksellers High Court Pet July 3 Ord July 3
JONES, RICHARD, Caersws, Montgomeryshire, Tailor Newtown Pet July 4 Ord July 4
JONES, THOMAS HUGH, Garth, Bangor, Carnarvonshire, Quarry Manager Bangor Pet June 16 Ord July 4
LAWRENCE, ALFRED, Battersea, Surrey, General Ironmonger Wandsworth Pet July 3 Ord July 3
MABBUTT, THOMAS, Linslade, Bucks, Painter Luton Pet July 4 Ord July 4
MASON, GEORGE HENRY, Gainsborough, Plumber Lincoln Pet July 3 Ord July 3
MATTHEWS, WILLIAM, Hockering, Norfolk, of no occupation Norwich Pet July 3 Ord July 3
MCDONALD, GEORGE, and ALFRED JAMES RICHMOND, Liver-

pool, Mantle Manufacturers Liverpool Pet July 3 Ord July 3

MITCHELL, JOHN RICHARD, Plymouth, Painter East Stonehouse Pet July 4 Ord July 4

MOGRIDGE, EDWARD, Horrabridge, Devon, Solicitor East Stonehouse Pet June 19 Ord June 30

MORRIS, GEORGE, Felin-Newydd, Glynceiriog, Denbighshire, Flannel Manufacturer Wrexham Pet July 3 Ord July 3

NEESHAM, GEORGE, Middlesborough, Metal Broker Middlesborough Pet June 23 Ord July 4

POPE, GEORGE, Nechells, Birmingham, Solicitor's Clerk Birmingham Pet July 3 Ord July 3

POWELL, JOB, Landport, Grocer Portsmouth Pet July 5 Ord July 5

RAYNER, BENJAMIN NUTT, the elder, Sittingbourne, late Grocer Rochester Pet July 5 Ord July 5

RICHENS, LEONARD SLADE, Froxfield, Wilts, Farmer Newbury Pet July 3 Ord July 3

ROBERTS, ROBERT, Upper Pulley, Salop, Wheelwright Shrewsbury Pet July 5 Ord July 5

ROGERS & JACKSON, late Devonshire chmbrs, Bishopsgate st Without, Stock Dealers High Court Pet June 12 Ord July 3

SAUNDERS, JOHN OAKLEY, and FRANCIS HERBERT SAUNDERS, Weymouth, Contractors Dorchester Pet July 4 Ord July 4

SHEPLEY, ISAIAH BIRT, Oldham, Tailor Oldham Pet July 5 Ord July 5

SHOOLBERG, EDA, Kingston upon Hull, Clothier's Manager Kingston upon Hull Pet July 4 Ord July 4

SIMMONS, HENRY JAMES, Hempsted Farm, nr Chatham, Farmer Rochester Pet June 19 Ord July 3

SIMPSON, FREDERICK, High st, Wood Green, Jeweller Edmonton Pet July 4 Ord July 4

SNELLING, RICHARD, Redhill, Surrey, Butcher Croydon Pet June 23 Ord July 4

SOLLY, WILLIAM FILMER, Dover Canterbury Pet July 5 Ord July 5

TEVERSON, HENRY, Barnardiston, Suffolk, Farmer Cambridge Pet July 3 Ord July 3

THOMAS, ISAAC EVANS, Cardiff, Draper Cardiff Pet July 3 Ord July 3

TORLOWSKY, RUBIN, and LEON LASKER, Liverpool, Clothiers Liverpool Pet June 22 Ord July 4

WALSH, WALTER, Halifax, Fruiterer Halifax Pet July 3 Ord July 3

WHITTELL, WILLIAM, Chatham, Grocer Rochester Pet July 3 Ord July 3

The following amended notice is substituted for that published in the London Gazette of June 27:—

HOLE, BARNETT, Birmingham, Furniture Dealer Birmingham Pet May 11 Ord June 24

The following amended notice is substituted for that published in the London Gazette of June 30:—

CROISDALE, JAMES ARTHUR LYNDON, Elmdon, Warwickshire, Journalist Birmingham Pet June 16 Ord June 28

FIRST MEETINGS.

ADAMS, FREDERICK ASHLEY, New Bond st, Milliner July 14 at 1 Bankruptcy bldgs, Carey st

BIGGS, WALTER, Oxford, Bookseller July 14 at 3 1, St Aldate's, Oxford

BIRCH, CHARLES SEPTIMUS, Leamington, Professor of Music July 18 at 12 Off Rec, 17, Hertford st, Coventry

BLUMHARDT, HERMANN, Birmingham, Manufacturer July 19 at 11 23, Colmore row, Birmingham

BOWER, BENJAMIN, Oldbury, Worcs, Haulier July 21 at 2 County Court, West Bromwich

BROCK, WALTER, Wood st sq, Apron Manufacturer July 17 at 12 Bankruptcy bldgs, Carey st

CAMPANI, WALTER, Leeds, Costumier July 14 at 12 Off Rec, 22, Park row, Leeds

CLARENCE, HENRY BRASNETT, East Meon, Hampshire, Draper July 14 at 12 145, Cheapside

CLARK, RICHARD PETER, Tansley, nr Matlock, late Brewer's Traveller July 17 at 2.30 Off Rec, St James's chmbrs, Derby

CLUFF, WILLIAM, Huntingdon, Pianoforte Tuner July 26 at 12 Law Courts, New rd, Peterborough

COVENEY, SAMUEL, Brighton, Draper July 18 at 12 Off Rec, Pavilion bldgs, Brighton

CRIPPS, WILLIAM, Wrotham, Kent, Farmer July 14 at 12.30 24, Railway approach, London Bridge

DE SOLA, SAMUEL, Hatton garden, Cigar Merchant July 14 at 11 Bankruptcy bldgs, Carey st

DRAKE, ALFRED, Castleford, Yorks, Joiner July 14 at 11 Off Rec, Bond ter, Wakefield

FOSKEY, LAWRENCE, Manchester, formerly Merchant July 18 at 3 Ogden's chmbrs, Bridge st, Manchester

FROST, WILLIAM HENRY, Birmingham, Rag Merchant July 17 at 11 23, Colmore row, Birmingham

GILBERT, JAMES, Deeping St, James, Lincs, Manager of a Public house July 26 at 12 Law Courts, New rd, Peterborough

GRIMSHAW, R N ATKINSON, Wingate rd, Hammersmith, Gent July 14 at 12 Bankruptcy bldgs, Carey st

HEDGES, GEORGE HENRY, Brighton, Domestic Machinery Dealer July 18 at 3 Off Rec, 4, Pavilion bldgs, Brighton

HOLE, BARNETT, Birmingham, Furniture Dealer July 18 at 11 23, Colmore row, Birmingham

JEFFERY, WILLIAM, Circus rd, St John's Wood, Watchmaker July 14 at 11 Bankruptcy bldgs, Carey st

LLOYD, JOSEPH GRIMES, Wolverhampton, Japanner July 18 at 3 Off Rec, Wolverhampton

MANNING, CHARLES, South Molton, Devon, Grocer July 17 at 2 King's Arms Hotel, High st, Barnstaple

MANNER, STEPHEN, Leominster, Grocer July 17 at 10 18, Corn square, Leominster

MARSHALL, THOMAS, Cannock, Staffs, Beerhouse Keeper July 19 at 11.15 Off Rec, Walsall

MORLEY, THOMAS, Nottingham, Confectioner July 14 at 12 Off Rec, St Peter's Church walk, Nottingham

OLIVER, SAMUEL GOSS, Weston super Mare, Boot Dealer July 15 at 10.45 Bristol Arms Hotel, High st, Bridgewater

OTTY, HEROD, Osmondthorpe, nr Leeds, Coal Merchant July 17 at 11 Off Rec, 22, Park row, Leeds

PEAK, GEORGE, Birmingham, Baker July 19 at 2.30 23, Colmore row, Birmingham

RALPH, HENRY SHEARMAN, Great Yarmouth, Leather Seller July 15 at 1.30 Off Rec, 8, King st, Norwich

ROBERTS, ROBERT, Upper-Pulley, Salop, Wheelwright July 14 at 2.30 Off Rec, Shrewsbury

TEVERSON, HENRY, Barnardiston, Suffolk, Farmer July 24 at 3 Townhall, Haverhill

THOMAS, JOHN CALEB, Landport, Grocer July 17 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

WALSH, WALTER, Halifax, Fruiterer July 19 at 11 Off Rec, Townhall chmbrs, Halifax

WATSON, ROBINSON, Wilson rd, Camberwell, Window Decorator July 14 at 2.30 Bankruptcy bldgs, Carey st

WROTTESLEY, WILLIAM, the Hon, Aldershot, Captain in 4th Dragoon Guards July 17 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ANDRADE, SOLOMON HYAM, Petherton rd, Canonbury, Stockbroker High Court Pet May 12 Ord July 4

BURDEN, JAMES, Cardiff, Club Manager Cardiff Pet July 4 Ord July 4

CLARK, RICHARD PETER, Tansley, nr Matlock, late Brewer's Traveller Derby Pet July 3 Ord July 3

CLUFF, WILLIAM, Huntingdon, Pianoforte Tuner Peterborough Pet July 4 Ord July 4

COLLETT, HARRIET, Colne, St Aldwyn's, Fairford, Glos, Linen Draper Swindon Pet July 4 Ord July 4

COOPER, HENRY JAMES, Sparkhill, Worcs, General Dealer Birmingham Pet July 3 Ord July 3

CROUCH, JOSEPH MCGREGOR, Regent st, Jeweller High Court Pet May 16 Ord July 5

DAVIDSON, JOHN, Workington, Cumbrid, Licensed Victualler Workington Pet July 4 Ord July 12

DENHAM, HERBERT, Doncaster, Printer Sheffield Pet July 3 Ord July 3

GENNEY, WILLIAM, Gt Grimsby, Basket Maker Gt Grimsby Pet July 4 Ord July 4

GILBERT, JAMES, Deeping St James, Lincs, Manager of a Publichouse Peterborough Pet July 3 Ord July 3

HARRISON, ALFRED RICHARD, Canton, Cardiff, Mechanical Engineer Cardiff Pet June 28 Ord July 3

HAYNES, HENRY WILLIAM, Aldbourne, Wilts, Grocer Newbury Pet June 12 Ord July 1

HEMPSTED, NATHANIEL, Gresham bldgs, Basinghall st High Court Pet Mar 11 Ord July 1

HEYGATE, WILLIAM HARRIS, Cosham, Hants, Surgeon Portsmouth Pet May 8 Ord June 27

HOBBS, JOHN SAMUEL, Cardiff, Dyer Cardiff Pet July 4 Ord July 4

HOLE, BARNETT, Birmingham, Furniture Dealer Birmingham Pet May 11 Ord July 4

HORNE, CHARLES FRANCIS, Plymouth, Painter East Stonehouse Pet June 30 Ord July 4

HUTSON, GEORGE, Manningtree, Essex, Butcher Colchester Pet July 4 Ord July 5

KEATLEY, LEONARD HENRY, Kenilworth, Warwickshire, Tailor Warwick Pet June 30 Ord July 4

LAITWOOD, JOHN, Balham, Surrey Wandsworth Pet May 3 Ord July 3

LAWRENCE, ALFRED, Battersea, Surrey, General Ironmonger Wandsworth Pet July 3 Ord July 3

MATTHEWS, WILLIAM, Hockering, Norfolk, of no occupation Norwich Pet July 3 Ord July 3

MCDONALD, GEORGE, and ALFRED JAMES RICHMOND, Liverpool, Mantle Manufacturers Liverpool Pet July 3 Ord July 4

MITCHELL, JOHN RICHARD, Plymouth, Painter East Stonehouse Pet June 30 Ord July 4

MORRIS, GEORGE, Felin Newydd, Glynceiriog, Denbighshire, Flannel Manufacturer Wrexham Pet July 3 Ord July 3

PENWARN, JOHN FREDERICK, East Stonehouse, Devon, Tailor East Stonehouse Pet June 23 Ord July 3

PHILLIPS, WILLIAM HENRY, St Leonards on Sea, Boarding house Keeper Hastings Pet June 29 Ord July 3

PICK, ALICE SARAH, Aldersgate st, Wholesale Furrier High Court Pet June 27 Ord July 1

POPE, GEORGE, Nechells, Birmingham, Solicitor's Clerk Birmingham Pet July 3 Ord July 4

POTTER, THOMAS, Smethwick, Staffs, Draper West Bromwich Pet June 27 Ord July 1

POWELL, JOB, Landport, Grocer Portsmouth Pet July 5 Ord July 5

RAYNER, BENJAMIN NUTT, sen, Sittingbourne, Kent, late Grocer Rochester Pet July 5 Ord July 5

REW, WILLIAM OLDHAM, late New Broad st, Solicitor High Court Pet June 21 Ord July 4

RICHENS, LEONARD SLADE, Froxfield, Wilts, Farmer Newbury Pet July 3 Ord July 3

ROBERTS, ROBERT, Upper Pulley, Salop, Wheelwright Shrewsbury Pet July 5 Ord June 5

SHOOLBERG, EDA, Kingston upon Hull, Clothier's Manager Kingston upon Hull Pet July 4 Ord July 4

SIMPSON, FREDERICK, High st, Wood Green, Jeweller Edmonton Pet July 4 Ord July 4

SOLLY, WILLIAM FILMER, Dover Canterbury Pet July 4 Ord July 5

TEVERSON, HENRY, Barnardiston, Suffolk, Farmer Cambridge Pet July 3 Ord July 3

THOMAS, ISAAC EVANS, Cardiff, Draper Cardiff Pet July 3 Ord July 3

WHITTELL, WILLIAM, Chatham, Grocer, Rochester Pet July 3 Ord July 3

WILKINSON, HENRY JOHN, Catford, Kent, Salesman to a Furniture Dealer Greenwich Pet June 29 Ord July 4

YEATMAN, HARRY, Westbourne, Bournemouth, Bootmaker Poole Pet June 22 Ord July 3

London Gazette—TUESDAY, July 11.

RECEIVING ORDERS.

ALLEN, KATE, Halsey st, Cadogan sq, Court Dressmaker High Court Pet July 7 Ord July 7

ALSTON, JOHN HENRY, Accrington, Wheelwright Blackburn Pet June 26 Ord July 7

BAGGE, HENRY, High St, Notting hill, Bootmaker High Court Pet July 5 Ord July 5

BECK, GEORGE, Liverpool, Paper Hangings Merchant Liverpool Pet July 7 Ord July 7

BOYES, STEPHEN, Devonport st, Commercial rd East, Flour Factor High Court Pet July 6 Ord July 6

CHARNLEY, EDMUND, Preston, Painter Preston Pet July 4 Ord July 4

CLEAVES, RICHARD, Lichfield, Seedsman Walsall Pet July 7 Ord July 7

COOPER, ESDON, Halifax, Hosier Halifax Pet July 7 Ord July 7

CROTHALL, CHARLES, Staplehurst, Kent, Bootmaker Maidstone Pet July 7 Ord July 7

DANCE, HENRY, Hereford, Licensed Victualler Hereford Pet July 8 Ord July 8

DEAL, JAMES WILLIAM, Southampton, Boot Maker Southampton Pet July 6 Ord July 6

DOHERTY, JOHN, Newport, Mon, Dentist Newport, Mon Pet July 8 Ord July 8

DOTTER, JOHN NEPOMUCENE, Leicester, Watchmaker Leicester Pet June 27 Ord July 7

EAGLESFIELD, ROBERT, Waterloo, Lancs, Estate Agent Liverpool Pet July 7 Ord July 7

EARNSHAW, JOE STEAD, Halifax, Cycle Dealer Halifax Pet July 7 Ord July 7

EDWARDS, HERMOND MALLETT, Beversbrook rd, Tufnell Park, Builder High Court Pet June 13 Ord July 7

ELGOOD, ERNEST CRAWSHAW, Crosby bldgs, Crosby sq, Underwriting Member of Lloyd's High Court Pet June 12 Ord July 7

ELLIS, PHILLIP FARRELL, Haverfordwest, Grocer Pembroke Dock Pet July 7 Ord July 7

ELLIS, WILLIAM LEWIS, Dwyran, Llanfair PG, Anglesey, formerly Relieving Officer Bangor Pet June 22 Ord July 7

EVANS, DAVID, Celyn, Meifod, Montgomeryshire, Farmer Newtown Pet June 26 Ord July 8

EVERSFIELD, HENRY ARTHUR, Marylebone st, Actor High Court Pet June 15 Ord July 7

FRY, ALFRED, Chard, Somerset, Bootseller Taunton Pet June 23 Ord July 8

GOODHEAD, ALFRED HENRY, Burton on Trent, Tailo Burton on Trent Pet July 7 Ord July 7

GRAY, HENRY, Alton, Hants, Bootmaker Winchester Pet July 6 Ord July 6

HALL, HENRY WILLIAM, Bessborough pl, Pimlico, Carriage Builder High Court Pet July 6 Ord July 6

ISAACSON, BERTRAM PHINEAS, Newport, Mon, Musical Instrument Dealer Newport, Mon Pet July 7 Ord July 7

JONES, JOHN, Clydach Vale, Boot Dealer Pontypridd Pet July 7 Ord July 7

KITSON, W, & Co, late of Winchester High Court Pet May 4 Ord July 5

LENBERG, PHILIP, Eresby rd, Kilburn, Merchant High Court Pet June 16 Ord July 5

MARTIN, JOHN HAMILTON, Tedworth sq, Chelsea, Lieutenant in 3rd Dragoon Guards High Court Pet Nov 10 Ord July 5

MELLOR, CHARLES, Leeds, Brrrister at Law, York Pet July 7 Ord July 7

OLIVER, HENRY, Branston Island, Lincs, Farmer Lincoln Pet July 7 Ord July 7

PITT, GEORGE, Newlay, Yorks, late Gelatine Manufacturer Leeds Pet July 3 Ord July 3

PRESTON, GEORGE FREDERICK, Fowey, Cornwall, Gent Truro Pet June 26 Ord July 7

PROFF, JOHN HERMANN, Lady Margaret rd, Kentish Town Tailor High Court Pet June 15 Ord July 8

SLINGER, JOSEPH, Lancaster, Coach Builder Preston Pet July 4 Ord July 4

TAYLOR, GEORGE GOUGH, Dewsbury, late Licensed Victualler Dewsbury Pet July 7 Ord July 7

TURNER, JOSEPH, Pendleton, Salford, Boot Manufacturer Salford Pet June 22 Ord July 7

WASS, SAMUEL, Diss, Norfolk, late Haberdasher Bury St Edmunds Pet July 8 Ord July 8

WOOD, JOHN SHAFTON, Dawlish, Devon, Saddler Exeter Pet July 5 Ord July 5

WOOD, SARAH JANE, Burton on Trent, Corn Dealer Burton on Trent Pet July 6 Ord July 6

WOODCOCK, THOMAS, Coppull, nr Chorley, Farmer Bolton Pet July 8 Ord July 8

The following amended notice is substituted for that published in the London Gazette of July 4:—

WALKER, JAMES DIXON, and HANNAH BURROWS, Barnsley, Down Quilt Manufacturers Barnsley Pet June 6 Ord June 30

FIRST MEETINGS.

ADAMSON, JOSEPH JOHN, Handsworth, Staffs, Carriage Builder July 24 at 11 23, Colmore row, Birmingham

ATHERTON, ROBERT, Birmingham, Builder July 24 at 2.30 23, Colmore row, Birmingham

BAGGE, HENRY, High st, Notting Hill, Bootmaker July 18 at 11 Bankruptcy bldgs, Carey st

BARBER, ROBERT, Birkrigg Park, Preston Richard, Westmrld, Farmer July 18 at 11 120, Highgate, Kendal

BLACK, E S, Perryn rd, East Acton, Secretary to a Public Company July 18 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

CHARTER, CHARLES EDWARD, Liverpool, Cycle Agent July 19 at 3 Off Rec, 35, Victoria st, Liverpool

CLAYSON, MARK, Kingston, Kent, Farmer July 28 at 9.30 Off Rec, 73, Castle st, Canterbury

COOPER, ESDON, Halifax, Hosier July 22 at 12 Off Rec, Townhall chmbrs, Halifax

CROSDALE, JAMES ARTHUR LYNDON, Elmdon, Warwickshire, Journalist August 4 at 11 23, Colmore row, Birmingham

DAVIES, D J, Morriston, Glam, Draper July 18 at 12 Off Rec, 31, Alexandra rd, Swansea

DAVIES, GEORGE PURCELL, Nantgarw, Glam, Innkeeper July 18 at 12 Off Rec, Merthyr Tydfil

DAVIES, OWEN THOMAS, Little Sutton, Cheshire, Draper July 19 at 3.30 Off Rec, 35, Victoria st, Liverpool

DEAL, JAMES WILLIAM, Southampton, Bootmaker July 25 at 3.30 Off Rec, 4, East st, Southampton

DENHAM, HERBERT, Doncaster, Printer July 19 at 2.30 Off Rec, Figtree lane, Sheffield

DICKINSON, ANNIE, Ravensfield, nr Rotherham, Widow July 19 at 2 Off Rec, Figtree lane, Sheffield

DOTTER, JOHN NEPOMUCENE, Leicester, Watchmaker July 18 at 3 Off Rec, 34, Friar lane, Leicester

DURHAM, EBENEZER, St James' st, Walthamstow, Grocer July 19 at 2.30 Bankruptcy bldgs, Carey st

EARNSHAW, JOB STEAD, Halifax, Cycle Dealer July 22 at 11 Off Rec, Town Hall chmbrs, Halifax

FREEDMAN, WOOLF, Exmouth st, Tweed Cap Manufacturer July 18 at 2.30 Bankruptcy bldgs, Carey st

GRAY, HENRY, Alton, co Southampton, Bookmaker July 25 at 3 Off Rec, 4, East st, Southampton

GREENWOOD, PAUL ALEXANDER, Curtain rd, Shoreditch, Upholsterer's Warehouseman July 18 at 12 Bankruptcy bldgs, Carey st

HAINES, JOSEPH CHARLES, Montagu pl, Clerk July 19 at 12 Bankruptcy bldgs, Carey st

HARRISON, ALFRED RICHARD, Canton, Cardiff, Mechanical Engineer July 20 at 2.30 Off Rec, 29, Queen st, Cardiff

HEMPSTED, NATHANIEL, Gresham bldgs, Basinghall st July 18 at 11 Bankruptcy bldgs, Carey st

HORNE, CHARLES FRANCIS, Plymouth, Painter July 21 at 11.30 10, Athenæum trrce, Plymouth

HORSEY, ALFRED, Egremont, Cheshire, late Tailor July 19 at 2.30 Off Rec, 35, Victoria st, Liverpool

JOHNS, THOMAS, Swansea, Journeyman Printer July 19 at 12 Off Rec, 31, Alexandra rd, Swansea

JONES, RICHARD, Caerws, Montgomeryshire, Tailor July 18 at 1 Off Rec, Llanidloes

KEMP, ALBERT, Folkestone, Pork Butcher July 28 at 10 Off Rec, 73, Castle st, Canterbury

W KITSON & Co, late of Winchester July 19 at 2.30 Bankruptcy bldgs, Carey st

LAMMING, WILLIAM, Weelsby, Lincs, Labourer July 19 at 11 Off Rec, 15, Osborne st, Gt Grimsby

LEMBERG, PHILIP, Eresby rd, Kilburn, Merchant July 19 at 12 Bankruptcy bldgs, Carey st

MARTIN, JOHN HAMILTON, Tedworth sq, Chelsea, Lieutenant in 3rd Dragoon Guards July 19 at 11 Bankruptcy bldgs, Carey st

MASON, GEORGE HENRY, Gainsborough, Plumber July 20 at 12 Off Rec, 31, Silver st, Lincoln

MCKIEVER, JAMES, Cardiff, Traveller in Fancy Goods July 20 at 3 Off Rec, 29, Queen st, Cardiff

MITCHELL, JOHN RICHARD, Plymouth, Painter July 21 at 12 10, Athenæum trrce, Plymouth

MOORIDGE, EDWARD, Horrabridge, Devon, Solicitor July 21 at 11 10, Athenæum terrce, Plymouth

MORRIS, GEORGE, Felinnewydd, Glynceiriog, Denbighshire, Flannel Manufacturer July 19 at 2.15 Queen's Hotel, Oswestry

OLIVER, HENRY, Branston Island, Lincs, Farmer July 20 at 12 45 Off Rec, 31, Silver st, Lincoln

RICHENS, LEONARD SLADE, Froxfield, Wilts, Farmer July 20 at 12 30 Three Swans, Hungerford

SIMMONS, HENRY JAMES, Hempsted Farm, nr Chatham, Farmer July 19 at 12.30 Off Rec, Rochester

SMITH, JOHN OWEN, Cardiff, Baker July 19 at 11 Off Rec, 29, Queen st, Cardiff

SOLLY, WILLIAM FILMER, Dover July 28 at 9 Off Rec, 73, Castle st, Canterbury

STEVENS, WILLIAM, Pontypridd, Glam, Haulier July 18 at 3 Off Rec, Merthyr Tydfil

STEES, BROTHERS, Heckmondwike, Brewers July 18 at 3 Off Rec, Batley

WALKER, HENRY, Oxford, Builder July 18 at 3 1, St Aldate's, Oxford

WHITTELL, WILLIAM, Chatham, Grocer July 19 at 11.30 Off Rec, Rochester

WILLIAMS, JOHN HENRY, Amlwch, Anglesey, Tailor July 19 at 11.45 Crypt chmbrs, Chester

WOOD, JOHN SHAPTON, Dawlish, Devon, Saddler July 20 at 10.30 Off Rec, 13, Bedford circus, Exeter

The following amended notice is substituted for that published in the London Gazette of July 7 :—

BLUMHARDT, HERMANN, Birmingham, Manufacturer July 19 at 11 23, Colmore row, Birmingham

ADJUDICATIONS.

BERNHARD, HERMANN, New Broad st, Cigar Importer High Court Pet May 11 Ord July 7

BIGGS, WALTER, Oxford, Bookseller Oxford Pet June 23 Ord June 23

BRADY, HENRY, Leicester, Milk Dealer Leicester Pet June 1 Ord July 3

BURBIE, JAMES, HUGH BURBIE, and EDWARD SPENCER, Liverpool, Oleo Manufacturers Liverpool Pet June 3 Ord July 7

CHARNLEY, EDMUND, Preston, Painter Preston Pet July 4 Ord July 4

COOPER, EZRON, Halifax, Hosier Halifax Pet July 7 Ord July 8

CROTHALL, CHARLES, Staplehurst, Kent, Bootmaker Maidstone Pet July 7 Ord July 7

DANCE, HENRY, Hereford, Licensed Victualler Hereford Pet July 8 Ord July 8

DAVIES, OWEN THOMAS, Little Sutton, Cheshire, Draper Birkenhead Pet June 10 Ord July 8

DEAL, JAMES WILLIAM, Southampton, Bootmaker Southampton Pet July 6 Ord July 6

DE SOLA, SAMUEL, Hatton garden, Cigar Merchant High Court Pet June 30 Ord July 7

DONNETT, JOHN, Newport, Mon, Dentist Newport, Mon Pet July 8 Ord July 8

DOTTER, JOHN NEPOMUCENE, Leicester, Watchmaker Leicester Pet July 1 Ord July 7

DRURY, CHARLES RICHARDSON, Broadway, Worcs, Hotel Proprietor Worcester Pet May 23 Ord July 8

EARNSHAW, JOB STEAD, Halifax, Cycle Dealer Halifax Pet July 7 Ord July 7

EAGLESFIELD, ROBERT, Waterloo, Lancs, Estate Agent Liverpool Pet July 7 Ord July 7

FREEDMAN, WOOLF, Exmouth st, Tweed Cap Manufacturer High Court Pet June 8 Ord July 7

GLEVES, JOHN, Knight's hill rd, West Norwood High Court Pet June 1 Ord July 7

GOODHEAD, ALFRED HENRY, Burton on Trent, Tailor Burton on Trent Pet July 7 Ord July 7

GRAY, HENRY, Alton, Hants, Bootmaker Winchester Pet July 6 Ord July 8

ISAACSON, BERTRAM PHINEAS, Newport, Mon, Musical Instrument Maker Newport, Mon Pet July 7 Ord July 8

JONES, JOHN, Clydach Vale, Glam, Boot Dealer Pontypridd Pet July 7 Ord July 7

JONES, RICHARD, Caerws, Montgomeryshire, Tailor Newtown Pet July 4 Ord July 5

LEWIS, WYNDHAM WILLIAM, and THOMAS HENRY LEWIS, Cardiff, Merchants Cardiff Pet May 24 Ord July 7

MEECH, HERBERT HENRY, Wood st, Shop Window Fitter High Court Pet March 23 Ord July 5

MOORIDGE, EDWARD, Horrabridge, Devon, Solicitor East Stonehouse Pet June 19 Ord July 8

OLIVER, SAMUEL GOSS, Weston super Mare, Boot Dealer Bridgwater Pet June 15 Ord July 7

PIKE, ALFRED BICKLEY, Bristol, Produce Broker Bristol Pet June 30 Ord July 8

PITT, GEORGE, Newlay, Yorks, late Gelatine Manufacturer Leeds Pet July 3 Ord July 3

SANDEMAN, JACOB, Liverpool, Jeweller Liverpool Pet June 6 Ord July 7

SIMMONS, HENRY JAMES, Hempsted Farm, nr Chatham, Farmer Rochester Pet June 17 Ord July 7

SLINGER, JOSEPH, Lancaster, Coach Builder Preston Pet July 4 Ord July 4

SPRATLING, THOMAS, Ramsgate, Grocer Canterbury Pet June 20 Ord July 7

TAYLOR, GEORGE GOUGH, Dewsbury, late Licensed Victualler Dewsbury Pet July 7 Ord July 7

WALKER, HENRY, Oxford, Builder Oxford Pet June 23 Ord July 7

WALSH, WALTER, Halifax, Fruiterer Halifax Pet July 3 Ord July 8

WARE, SAMUEL, Diss, Norfolk, late Haberdasher Bury St Edmunds Pet July 7 Ord July 8

WOOD, JOHN SHAPTON, Dawlish, Devon, Saddler Exeter Pet July 5 Ord July 5

WOOD, SARAH JANE, Burton on Trent, Corn Dealer Burton on Trent Pet July 6 Ord July 6

WOODCOCK, THOMAS, Coppull, nr Chorley, Farmer Bolton Pet July 8 Ord July 8

SALES OF ENSUING WEEK.

July 18.—Messrs. WHITE, DRUCE, & BROWN, at the Mart, E.C., at 2 o'clock, Leasehold Ground-rents (see advertisement, July 1, p. 608).

July 19.—Messrs. ARBER, RUTTER, & WAGHORN, at the Mart, E.C., at 1 o'clock, Investment (see advertisement, July 1, p. 4).

July 19.—Messrs. DOWSETT & Co., at the Mart, E.C., at 2 o'clock, Investments (see advertisement, July 1, p. 608).

July 20.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., Investments (see advertisement, June 17, p. 572).

July 20.—Messrs. PARSONS & SONS, at the Estate Sale Rooms, at 3 o'clock, 9, Marine-parade, Brighton, Freehold Residence (see advertisement, July 8, p. 4).

July 21.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Investments (see advertisement, this week, p. 640).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

DENMARK HILL, NEW CROSS, and DEPTFORD.

Estate of the late F. C. Hills, Esq.—Leasehold Investments.

MESSRS. ELLIS & SON are directed by the Executors of the late F. C. Hills, Esq., to SELL by AUCTION, at the MART, on WEDNESDAY, AUGUST 9th, at TWO o'clock precisely, in Three Lots, a BLOCK of THREE very superior detached FAMILY RESIDENCES, Nos. 97, 101, and 103, Denmark-hill, two being let on repairing leases to first-class tenants at the respective rents of £145 and £140, the other being vacant, of the estimated rental of £130, held together under one lease of the De Crespigny Estate for a term having 39¼ years unexpired at Michaelmas, 1893, at a ground-rent of £138 9s. A convenient Terrace House, with long garden, No. 225, New-cross-road, let at a rent of £50, held of the Haberdashers' Company for a term having 16¾ years unexpired at Michaelmas, 1893, at a ground-rent of £6 12s.; and the commodious waterside premises, Creek and Lower Hall's Wharves, Deptford, in the occupation of Messrs. J. Hall, Jun., & Co. (patent fuel merchants) and Messrs. Joel Smith & Sons (slate merchants); let under one lease for the full term at a rent of £135, and held for a term having 24¼ years unexpired at Michaelmas, 1893.

Printed particulars, with plan and conditions of sale, may be had of Messrs. King, Wigg, & Co., Solicitors, 11, Queen Victoria-street, E.C.; at the Mart; and of Messrs. Ellis & Son, Auctioneers and Surveyors, 45, Fenchurch-street.

THE PEEL REVERSION.

By order of the Mortgagees.—The very valuable Reversionary Life Interest in important Landed Estates and other property, producing the large income of about £23,100 per annum, and in the proceeds of policies of assurance on the life of the tenant in possession, aged 71 years; also the valuable policies on the life of the mortgagor.

MESSRS. ELLIS MORRIS & CO. will SELL by AUCTION, at the MART, Tokenhouse-yard, Bank, E.C., on WEDNESDAY, 26th day of JULY, 1893, at TWO o'clock precisely, the LIFE INTEREST of a gentleman, aged 25 (subject to the life of tenant in possession, aged 71 years) in the whole of the PEEL ESTATES and all other the interest of Mr. Robert Peel in the family settled estates. The property so comprised includes lands, manors, lordships, hereditaments, mansion-houses, and other real estate, situate in the counties of Stafford, Warwick, and Lancaster, giving the grand total area of 9,810 acres, the rent roll of which is now £20,494, but from which when fully let a much larger revenue is derived, besides which it is believed coal, ironstone, and other mineral deposits exist under a large area of the property, which will greatly enhance its value; the capital sum of £38,104 invested in securities of the highest class, and from which an income of £1,513 per annum is obtained; also the proceeds of certain policies and bonuses of assurance, now amounting to £202,085 or thereabouts, on the life aged 71, and the proceeds of sale of heirlooms estimated at £47,786 13s. 2d. Together with the above will be sold Beneficial Policies of Assurance for the aggregate sum of £46,500, effected in first-class offices on the life of the said Mr. Robert Peel.

Particulars and conditions of sale may be had at the Mart; or of Messrs. Hilberys, Solicitors, 4, South-square, Gray's-inn, and 20, Great St. Helen's, E.C.; or of Messrs. Ellis Morris & Co., Auctioneers and Land Agents, King-street, Cheapside, London, E.C.

EDMONTON, NEW BOND-STREET, and BELVEDERE.

To Trustees and others.

MESSRS. BAKER & SONS will SELL by AUCTION the following excellent INVESTMENTS:—

At the MART, E.C., on FRIDAY, JULY 21, at TWO.

EDMONTON (within a short walk of the railway station).—In 68 Lots. Excellent Investments, comprising 68 dwelling-houses, to be sold at a low reserve, with the advantage of purchase-money being payable by 20 quarterly instalments, affording excellent opportunities to small investors. The houses are Nos. 1 to 23 (odd), and 10, 14, 16, 22, 24, 30, 32, 50, 52, 54, 56, 70, 72, 74, 76, 82, and 84, St. Mary's-road, and 1 to 47 (odd), and 10 to 16 (even), St. Joseph's-road. Let at 6s. 6d. and 7s. per week each, together producing about £1,200 per annum. Held for long unexpired leases at moderate ground-rents. Free conveyances.—Vendor's Solicitors, Messrs. Poole & Robinson, 15, Union-court, Old Broad-street, E.C.

MADDOX-STREET, New Bond-street, W. Freehold Property, being 31, Maddox-street, comprising four floors and basement, with workshops and entrance in rear, occupying a unique position, within a short distance of Bond, Regent, and Conduit streets. At present let to Messrs. Ray & Sons, goldsmiths (tenants of 30 years' standing), at the inadequate rent of £900 per annum on a yearly tenancy. The property offers a magnificent building site for the erection of high-class business premises or chambers.—Vendor's Solicitors, Messrs. Fielder & Sumner, 6, Godliman-street, Doctors'-commons, E.C.

BELVEDERE, Kent.—In the High Court of Justice, Chancery Division.—"Harper v. Bevan and others," 1892, H. No. 3,870.—In One Lot.—Freehold Manufacturing Premises, known as the Belvedere Mills, on the banks of the river Thames, in the parish of Erith, together with the expensive engine, plant, fixtures, and effects.—Vendor's Solicitors, Messrs. Lawrance, Waldron, & Webster, 14, Old Jewry-chambers, E.C.; Messrs. Keene, Marsland, & Bryden, 15, Seething-lane, E.C.; and Messrs. Morgan, Price, & Mewburn, 33, Old Broad-street, E.C.

Particulars may be had of the respective Solicitors, and of the Auctioneers, 11, Queen Victoria-street.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

SUSSEX.

For Peremptory Sale.—By order of the Mortgagees.—Billingshurst, Thakeham, Shipley, and Sullington.—Important Residential, Agricultural, and Sporting Estates, extending to an area of about 1,150 acres, including Kingsfold, South-house Farm, and Beck Farm, within a few minutes of Billingshurst Station, Apsley Farm, and Leybrook Farm, Thakeham; and Barns Farm, between Sandgate and Highden, Sullington.

MESSRS. KING & CHASEMORE have received instructions from the Mortgagees to SELL by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on MONDAY, JULY 31st, 1893, at TWO o'clock in the afternoon, the above truly desirable and valuable ESTATES, charmingly situated on the South Downs, and in the most lovely part of the Weald of Sussex, in 12 Lots, as follows:—

		a.	r.	p.
Lot 1.	Barns Farm, Sullington, on the South Downs, farmhouse, buildings, and arable and down land	78	1	11
Lot 2.	Portion of Barns Farm, fertile arable land	28	1	35
Lot 3.	Barns Farm meadows, finely timbered ...	18	2	22
Lot 4.	Kingsfold, close to Billingshurst Station, picturesque old-fashioned Residence, nag stabling, farmery, and finely-timbered park-like meadows, and woodland	92	1	25
Lot 5.	Portion of Kingsfold Farm, close to Billingshurst, homestead and productive meadow and arable land	74	3	9
Lot 6.	Beck Farm (north part), near Billingshurst Station, meadow, arable, and wood land, with fine building site	21	1	37
Lot 7.	South-house Farm, one mile from Billingshurst Station, farmhouse, agricultural buildings, and highly fertile meadow and arable land	120	3	11
Lot 8.	Beck Farm, Billingshurst, farmhouse, with meadow and arable land, and splendid building site	24	3	2
Lot 9.	South Portion of Beck Farm, arable, suitable for market garden	10	3	24
Lot 10.	Apsley, a historical Freehold Estate in the parishes of Thakeham and Shipley, with commodious farm residence, cottages, and extensive modern agricultural buildings, about half the estate being grass land and the remainder highly fertile arable land, with a few well-placed coverts	535	1	3
Lot 11.	Laybrook Farm, Thakeham, good farmhouse, extensive buildings, and highly productive brooklands, meadows, and arable	141	3	29
Lot 12.	Limekiln Field, Thakeham, enclosure of meadow land	1	2	18

The above properties possess very extensive road frontages, the land is of good quality, and the farms are so conveniently situated that, in addition to their agricultural and sporting advantages, they will commend themselves for residential purposes.

Particulars, plans, and conditions of sale are in course of preparation, and may be obtained of Messrs. Rose & Johnson, Solicitors, No. 13, Delahay-street, Westminster, S.W.; and of Messrs. King & Chasemore, Land and Timber Surveyors, Horsham, Sussex.

SALES BY AUCTION FOR THE YEAR 1893.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., July 18	Tues., Aug. 15	Tues., Oct. 31
Tues., July 25	Tues., Aug. 22	Tues., Nov. 14
Tues., Aug. 1	Tues., Oct. 3	Tues., Dec. 5
Tues., Aug. 8	Tues., Oct. 17	

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

MESSRS. ROBT. W. MANN & SON, SURVEYORS, VALUERS, AUCTIONEERS, HOUSE AND ESTATE AGENTS,

ROBT. W. MANN, F.S.I., THOMAS R. RANSOM, F.S.I. J. BAGSHAW MANN, F.S.I., W. H. MANN),

2, Lower Grosvenor-place, Eaton-square, S.W., and 32, Lowndes-street, Belgrave-square, S.W.

TO be SOLD, a Bargain, an extra well-built semi-detached Villa, with good garden, at the very low price of £600 (cost more to build). Similar house letting at £65 per annum.—Apply to SURVEYOR, 2, Telford-avenue, Streatham-hill, S.W.

TRUST MONEYS.—To Solicitors, Trustees, and others who have Trust Moneys against first-class Securities, such as Freeholds and Leaseholds, in this country; please state amount offered and interest required, whether on freehold, leasehold or otherwise.—M. LEON, Mortgage Broker, Broad-street-avenue, London, E.C.

TRUSTEES with Several Thousand Pounds to Lend on Mortgage would like to hear of good Freehold Securities at 4 to 4½ per cent.—Particulars to H. W. HARDY, Surveyor and Valuer, Prospect House, High-road, Chiswick.

MONEY to LEND.—£4,560 and £3,000 ready to be lent by Trustees on Freehold Properties at 4 to 4½ per cent.—Particulars to THOS. H. E. FOORD, Solicitor, 16, Philpot-lane, E.C.

SOLICITORS and CAPITALISTS.—Builder requires Advance, £1,000 about, to complete houses roofed in now; no agents.—Address E, 1,248, Sell's Advertising Offices, London.